



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 7/24/2012

Report Type: Consent

Title: Agreements: Design Services for Shasta Park Groundwater Well and Proposition 84 Grant Funding.

Report ID: 2012-00569

Location: Citywide

Recommendation: Pass 1) a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement with Wood Rodgers for the design of the Shasta Park groundwater supply well(s) and to provide oversight of the groundwater well construction, and 2) a Resolution authorizing the City Manager or the City Manager's designee to a) execute a Project Agreement with the Regional Water Authority (RWA) allocating Proposition 84 grant funds to the City, b) establish matching revenue and expenditure budgets within the Water Grant/Reimbursable Fund (Fund 6205) for \$2,280,762 in the following projects: Shasta Park Reservoir (Z14005400), Residential Meter Program (Z14010000), and EAF WTP Well (Z14120200), and c) submit invoices for the Proposition 84 grant amounts.

Contact: Bill Busath, Interim Division Manager, (916) 808-1434; Dan Sherry, Supervising Engineer, (916) 808-1419, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Engineering Administration

Dept ID: 14001311

Attachments:

- 1- Description/Analysis
- 2_Background
- 3_Shasta Park Location map
- 4_Shasta Park Site Plan
- 5_Resolution
- 6- Exhibit A Agreement_Proposition_84
- 7 -Exhibit B Agreement Signed by Wood Rodgers.

City Attorney Review

Approved as to Form

Joe Robinson

7/16/2012 9:46:12 AM

Sandra Talbott, Interim City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

7/9/2012 11:33:50 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 7/10/2012 4:12:24 PM

Description/Analysis:

Issues:

Shasta Park Reservoir: The 2005 Water Master Plan concluded that a water reservoir should be constructed in the southeast portion of Sacramento to help maintain service pressure through peak demand periods, and to provide additional emergency and fire suppression water supply. This project will include the construction of a 4.0 million gallon storage tank, pump station, groundwater supply well, and related site improvements. Staff is recommending that the design of the groundwater well be conducted by a specialized engineering design firm. A Request for Qualifications was issued for these services and twelve firms submitted Statements of Qualifications. Wood Rodgers has been selected by 5 person panel, which included a reviewer independent of the City, as the firm most qualified to provide engineering design services for the groundwater well and construction oversight services to ensure proper implementation of the design. The primary criteria distinguishing Wood Rodgers from the other interested firms is their significant expertise in designing other groundwater wells within the vicinity of the Shasta Park Reservoir.

Approval of the agreement with Wood Rodgers would authorize performance of the groundwater well design for an amount not to exceed \$301,000.

Proposition 84: The Department of Utilities requests authorization for a project agreement with the Regional Water Authority (RWA), to receive a portion of the funding awarded to the region (through RWA) by the Department of Water Resources (DWR) under the Prop 84 Integrated Regional Water Management Implementation Grant Program.

The project agreement with RWA identifies the respective responsibilities of the parties to the agreement and provides for RWA's management of the grant on behalf of the region.

Entering into this agreement would position the City to receive \$2,280,762 of the overall \$16 million awarded to the region, with the requirement for a City cost match of \$5,500,000. The grant will help fund the groundwater well at the Shasta Park Reservoir location, a future groundwater well at the E. A. Fairbairn Water Treatment Plant, and the installation of residential water meters within the City. The cost to the City for RWA managing this grant is a not-to-exceed amount of \$35,569.

Policy Considerations: The Shasta Park Reservoir Project is consistent with both City and regional water planning efforts to provide a safe and reliable water supply. Entering into the agreement with RWA to receive Prop 84 grant funding will also assist the City in complying with Assembly Bill 2572, which requires the City to install water meters on all existing water service connections by 2025. Collectively, the

projects being funded by Prop 84 are all consistent with the City Council focus areas of public safety, economic development, and sustainability and livability.

Economic Impacts:

None.

Committee/Commission Action: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): An Initial Study, Mitigated Negative Declaration, and a Mitigation Reporting Program for the Shasta Park Water Reservoir Project was prepared for this project and approved by City Council on May 22, 2012. No additional environmental review is required for approval of the agreement to provide engineering design and construction oversight services for the groundwater well that is part of the project, because no changes are proposed in the project, nor has there been any change in circumstances or new information that involve new environmental effects or any increase in previously identified environmental effects (see CEQA Guidelines section 15162).

Approval of the project agreement between RWA and the City allocating the City's share of Proposition 84 grant funding relates to funding mechanisms that do not constitute a project as defined by Section 15378 (b)(4) of the CEQA Guidelines.

Sustainability Considerations: The Shasta Park Reservoir Project has been reviewed for consistency with the goals, policies and targets of the Sustainability Master Plan and the 2030 General Plan. The Project will advance these goals, policies, and targets by ensuring that the City continues to provide a safe, clean, and reliable water supply to its customers.

Entering into the agreement with RWA to receive Proposition 84 funding will also facilitate additional projects that meet these same goals, as well as furthering the City's progress in implementing the Water Forum Agreement and the California Urban Water Conservation Council Best Management Practices (BMPs 1, 4, and 7) by installing water meters.

Rationale for Recommendation: Approval of a Professional Services Agreement with Wood Rodgers will allow the City to proceed with the design of a new groundwater supply for the region, thereby enhancing the City's ability to provide a safe, clean, and reliable water supply to City customers today and into the future.

Approval of the RWA Project Agreement will position the City to receive Proposition 84 grant funding for the Shasta Park Reservoir Project, a future groundwater well at the E. A. Fairbairn Water Treatment Plant well, and one the City's water meter

replacement projects. The end result is a reduced financial impact to the City's Water Fund to complete these projects.

Financial Considerations: The agreement for the Shasta Park groundwater well design services is for the amount not-to-exceed \$301,000. Adequate funding is available in the Shasta Park Reservoir Project CIP #Z14005400. Overall, the total project cost is estimated at \$13,000,000. The General Fund is not impacted by these expenditures.

The \$2,280,762 in Proposition 84 grant funding is reimbursable once the City has met cost sharing obligations of the overall \$16 million awarded to the region. The City amount of cost share is \$5,500,000, which is currently budgeted for within the projects listed in **table 1**. The cost to the City for RWA managing this grant is for a not-to-exceed amount set of \$35,569.

Table 1				
Project #	Project Name	City Match for Grant Reimbursement Eligibility	Grant Amount to City	Pro-rated RWA Cost to the City- Not-to-Exceed
Z14005400	Shasta Park Reservoir	\$5,400,000	\$988,199	\$15,411
Z14010000	Residential Meter Program	\$0	\$304,365	\$4,851
Z14120200	EAF WTP Well	\$100K	\$988,198	\$15,411
Total		\$5,500,000	\$2,280,762	\$35,569

Emerging Small Business Development (ESBD): Wood Rodgers is not an ESBE firm.



Background

Shasta Park Reservoir Project

The 2005 Water Master Plan concluded that a finished water reservoir should be constructed in the southeast portion of Sacramento to help maintain service pressure through peak demand periods, and to provide additional emergency and fire suppression water supply.

The Shasta Park Reservoir Project (Project) includes the construction, operation and maintenance of an above-ground 4MG water reservoir, groundwater well, water treatment system, and pump station. The groundwater well will have a capacity of approximately 2 million gallons per day. On site water treatment would also have a capacity of 2MG per day, while the pump station would have a capacity of 15 million gallons per day. The reservoir will be constructed of reinforced concrete or welded steel. Other site improvements will include a perimeter wall and landscaping.

On May 22, 2012, City Council approved the purchase of a 5.31 acre vacant parcel (APN 117-0182-023), which is located at the terminal end of Imagination Parkway, immediately north of the Shasta Community Park (See Attachment 3). The property purchase price was \$580,000.

The design of this new facility will predominately be performed by the Department of Utilities staff. However, the design of the groundwater well will be conducted by an engineering design firm specializing in this discipline. A Request for Qualifications was issued for these services and twelve firms submitted Statements of Qualifications. Wood Rodgers has been selected by 5 person panel, which included a reviewer independent of the City, as the firm most qualified to provide engineering design services for the groundwater well and construction oversight services to ensure proper implementation of the design. The primary criteria distinguishing Wood Rodgers from the other interested firms is their significant expertise in designing other groundwater wells within the project vicinity.

A scope of work has been negotiated with Wood Rodgers to perform this phase of work for a not to exceed amount of \$301,000.

The scope of work will include the following major tasks:

- Task 1 – Establish Project Objectives and Preliminary Design Criteria
- Task 2 – Preliminary Site Layout
- Task 3 – Hydrogeologic Site Exploration
- Task 4 – Production Well Design Report
- Task 5 – Prepare Production Well Plans & Specifications
- Task 6 – Production Well Construction Bidding Assistance
- Task 7 – Production Well Construction Support
- Task 8 – Production Well Completion Summary Report
- Task 9 – Production Well Pump Station Design Recommendations
- Task 10 – Drinking Water Source Assessment and Protection Program

Proposition 84

On December 14, 2010, City Council authorized the City Manager (Resolution 2010-724) to enter into an agreement with the Regional Water Authority (RWA) to apply for a regional grant administered through the California Department of Water Resources (DWR) under the Prop 84 Integrated Regional Water Management Implementation Grant Program. In August 2011, DWR notified RWA that it was being recommended for funding from the grant. Since that time, RWA and DWR have been working to develop a funding agreement to receive the grant on behalf of the region.

The RWA project agreement being considered today identifies the respective responsibilities of the parties to the agreement and to provide for RWA's management of the grant on behalf of the region.

The City will receive \$2,280,762 of the overall \$16 million awarded to the region (see Exhibit 1 of the attached RWA project agreement). The grant will help fund the ground water well at the Shasta Park Reservoir location (Z14005400), a future well at the EAF Water Treatment Plant (Z14120200), and the installation of residential water meters within the City (Z14010000).

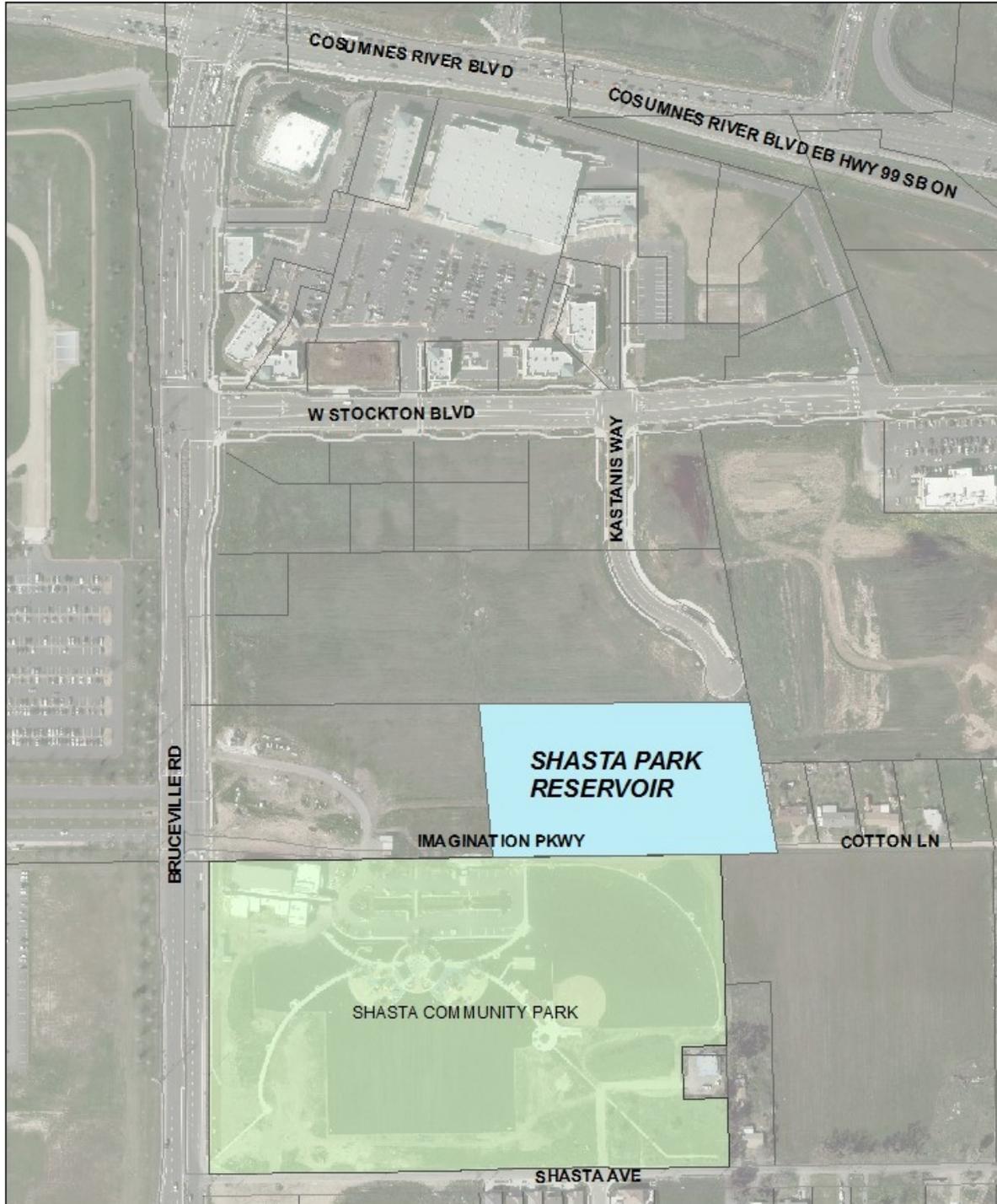
RWA's cost estimate to manage the grant reporting requirements and prepare reimbursement requests on behalf of the region is \$183,287 over the multi-year term of the grant; a not-to-exceed provision of \$250,000 has been incorporated into the project agreement to account for unforeseen expenses. The City's prorated portion of the RWA management expenses is \$26,078, with a not-to-exceed amount set at \$35,569 (see Exhibit 1 of the attached RWA project agreement).

The breakdown of the grant funding is as follows:

Project #	Project Name	Estimated Project Cost	City Match for Grant Reimbursement Eligibility	Grant Amount to City	Prorated RWA Cost to the City	Prorated RWA Cost to the City-Not to Exceed
Z14005400	Shasta Park Reservoir	\$13,000,000	\$5,400,000	\$988,199	\$11,299	\$15,411
Z14010000	Pocket Mtr Retrofit Phase 15 ¹	\$2,750,000	\$0	\$304,365	\$3,556	\$4,851
Z14120200	EAF WTP Well	\$1,578,454	\$100K	\$988,198	\$11,299	\$15,411
Total		\$16,188,147	\$5,500,000	\$2,280,762	\$26,078	\$35,569

1: Z1401000 is the water meter program parent project number with a total estimated program cost of \$396 M. The Prop 84 grant funding will be directed into Z14010000 to offset costs for the specific child project Z14010054, Pocket Mtr Retrofit Phase 15, with an estimated project cost of \$2,750,000.

**LOCATION MAP
CITY OF SACRAMENTO
SHASTA PARK RESERVOIR-PROPOSED
Z14005400**



Attachment 3

SHASTA PARK RESERVOIR PRELIMINARY SITE PLAN





Adopted by the Sacramento City Council

AUTHORIZING PROJECT AGREEMENT WITH REGIONAL WATER AUTHORITY FOR RECEIPT OF PROPOSITION 84 GRANT FUNDS FOR SHASTA PARK RESERVOIR WELL, RESIDENTIAL METER PROGRAM, AND EAF WATER TREATMENT PLANT WELL, AND RELATED BUDGET ACTIONS

BACKGROUND

- A. In February 2011, the City entered into an agreement with the Regional Water Authority (RWA) to apply for a regional grant administered through the California Department of Water Resources (DWR) under the Proposition 84 Integrated Regional Water Management Implementation Grant Program.
- B. By entering into a project agreement with the Regional Water Authority (RWA) for the receipt of grant funding and RWA’s management of the Proposition 84 Integrated Regional Water Management Implementation Grant Program, the City will receive \$2,280,762 of the overall \$16 million awarded to the region after meeting a \$5,500,000 minimum cost share.
- C. The grant will help fund the ground water well at the Shasta Park Reservoir location as part of the Shasta Park Reservoir Project (Z14005400), a future well at the EAF (aka E. A. Fairbairn) Water Treatment Plant (Z14120200), and the installation of residential water meters within the City (Z14010000).
- D. RWA's cost estimate to manage the grant reporting requirements and prepare reimbursement requests on behalf of the City is for a not-to-exceed amount set at \$35,569.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or the City Manager’s designee is authorized to execute a project agreement with the RWA, providing the City with a grant from the Proposition 84 Integrated Regional Water Management Implementation Grant Program of \$2,280,762 and providing a not-to-exceed amount of \$35,569 to be paid to RWA for grant management expenses.

Section 2. The City Manager or the City Manager’s designee is authorized to establish matching revenue and expenditure budgets within the reimbursable water fund (Fund 6205) in the following projects:

A.	Z14005400 – Shasta Park Reservoir	\$988,199
B.	Z14010000 – Meter Project	\$304,365

C.	Z14120200 – EAF Water Treatment Plant Well	<u>\$988,198</u>
	Total:	\$2,280,762

Section 3. The City Manager or the City Manager’s designee is authorized to submit invoices for the grant amounts identified in Section 2.

Section 4. Exhibit A is part of this resolution

Table of Contents:

Exhibit A – Project Agreement between City of Sacramento and RWA



**REGIONAL WATER AUTHORITY
PROJECT AGREEMENT**

PROPOSITION 84 IMPLEMENTATION GRANT PROJECT

This Agreement is made and entered into as of the ___ day of _____, 2012, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the RWA Members and Contracting Entities, and the non-RWA Entities listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. RWA developed and is updating an Integrated Regional Water Management Plan (“IRWMP”) for the lower American River Basin (“ARB”) to identify objectives and projects that will result in water supplies for all uses in a sustainable environment.

G. The California Department of Water Resources has awarded a Proposition 84 implementation grant to fund priority projects from IRWMP in the ARB region.

H. RWA desires to include Participants that are not affiliated with RWA in the implementation of the grant award described in this Agreement in order to ensure broad benefits throughout the region. RWA and the Participants recognize that some entities that are participating in this Project may not have the ability to pay some or all of their share of Project expenses, and that this inability to pay should not affect the inclusion of such projects.

I. There is nothing in the RWA JPA or RWA policies that would prevent the participation of unaffiliated entities in projects conducted by RWA and its Members and Contracting Entities under a Project or Program Agreement. Therefore, RWA intends to permit unaffiliated entities to be included in the Project, subject to the terms and conditions set forth in this Agreement.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Description of the Project. The project that RWA and the Participants desire to carry out involves completing the suite of projects included in RWA’s application to the California Department of Water Resources (“DWR”) for a grant under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (“Prop 84”), to fund certain Participant projects in RWA’s Integrated Regional Water Management Plan on January 7, 2011. These projects are identified in Exhibit 1 of this Project Agreement.

3. Project Committee. The Participants hereby form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants.

4. Sharing in Project Costs and Benefits. It is anticipated that a minimum of fourteen entities will participate in the Project. Each Participant will pay an apportioned share of project management costs (“Prorated Management Fee”), which will consist of an estimated budget of \$183,287, with a not-to-exceed budget of \$250,000. This amount includes all estimated project

management expenses (see Article 7 of this Agreement) for the duration of the Project. Each Participant's Prorated Management Fee shall be determined based on the Participant's anticipated total grant benefit as a proportion of the total grant funding sought by RWA on behalf of the Participants under this Agreement. The minimum assumed grant benefit and Prorated Management Fee for each Participant is shown in Exhibit 1. Except as otherwise authorized in this Agreement, a Participant's Prorated Management Fee shall not exceed the amount shown in Exhibit 1.

The Project Committee will pay back any surplus funds, including any excess Prorated Management Fees, to the Participants on a pro rata basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

5. Role of Participants. Participants to this Project Agreement acknowledge that RWA will execute a grant agreement with the California Department of Water Resources (DWR) to accept the Integrated Regional Water Management Implementation Grant. The Participants, acting as Local Project Sponsors, shall assume responsibility of individual project management, oversight, compliance, and operations and maintenance of their respective projects. The Participants shall also act on behalf of RWA in the fulfillment of responsibilities as specified in the grant agreement with DWR. Specified responsibilities are identified in Exhibit 2 of this Project Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement or Exhibit 2 hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach. RWA also will have no liability to any Participant for the unavailability of grant funds from the DWR or any other state or federal agency.

6. Role of RWA. The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

7. RWA Project Management Expenses. As part of the project management budget of \$183,287 (including legal fees, data collection and retrieval, report preparation, project management, project audits, and other activities necessary to complete the project), each Participant will pay RWA the amount shown in Exhibit 1 as its Prorated Management Fee. The amount of \$183,287 to manage the grant is based on a cost estimate developed by RWA staff, which is attached as Exhibit 3. The total estimated project management fee will be subject to revision up to the not-to-exceed budget of \$250,000 by approval of a majority of the Project

Committee if actual management costs are greater than the original estimate, provided that a Participant's Prorated Management Fee shall not exceed the not-to-exceed amount shown for that Participant in Exhibit 1. While none are anticipated at this time, any fee increases above the not-to-exceed budget would require a written amendment to this Agreement approved by the governing body of each participant.

8. Authorization to Proceed with the Project. The Project is authorized to proceed upon the commitment of \$50,000 by Project Participants to fund the initial Project costs. Upon execution of this Agreement, each Participant agrees to pay their Prorated Management Fee as required by Articles 4 and 7. Payments will be due and payable upon RWA's presentation of an invoice to each Participant.

9. Term. This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.

10. Withdrawal. A Participant may withdraw from this Agreement at any time, effective upon sixty days' notice to RWA and the other Participants, provided that the withdrawing Participant will not be entitled to a refund of any portion of its initial Project costs and initial Prorated Management Fee payment.

11. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

12. General Provisions. Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Proposition 84 Implementation Grant Project Agreement, is hereby consented to and authorized by RWA and the Participants.

Dated: June 22, 2012


Signature
John Woodling

Name

Regional Water Authority

Dated: _____, 2012

Signature

Name

Organization

EXHIBIT 1

DESCRIPTION OF PARTICIPANT PROJECTS

Organization	Project Name	Grant Application Project #	Grant Award	Prorated Management Fee	Not-to-Exceed Fee
City of Elk Grove	Sleepy Hollow Detention Basin Retrofit Project	15	\$ 222,345	\$ 2,542	\$ 3,467
City of Folsom	Willow Hill Pipeline Rehabilitation Project	11	\$ 1,926,987	\$ 22,032	\$ 30,051
City of Roseville	ASR Program - Phase 2	1	\$ 1,976,397	\$ 22,597	\$ 30,822
City of Roseville	Secret Ravine Fish Passage Improvement Project	2	\$ 311,051	\$ 3,556	\$ 4,851
City of Sacramento	E. A. Fairbairn Groundwater Well Project	3	\$ 988,198	\$ 11,299	\$ 15,411
City of Sacramento	Shasta Park Reservoir and Well Project	4	\$ 988,199	\$ 11,299	\$ 15,411
City of Sacramento	Regional Water Meter Retrofit Acceleration Project	6	\$ 304,365	\$ 3,480	\$ 4,747
Ducks Unlimited	Lower Cosumnes River Floodplain Restoration Project	13	\$ 415,041	\$ 4,745	\$ 6,473
Orochumne-Hartnell Water District	OHWD/Rancho Murieta Groundwater Recharge Project	14	\$ 988,668	\$ 11,281	\$ 15,387
Placer County Flood Control and Water Conservation District	Antelope Creek Water Efficiency and Flood Control Improvement Project	5	\$ 741,149	\$ 8,474	\$ 11,558
Placer County Water Agency	Antelope Creek Water Efficiency and Flood Control Improvement Project	5	\$ 379,466	\$ 4,339	\$ 5,918
Rancho Murieta Community Services District	OHWD/Rancho Murieta Groundwater Recharge Project	14	\$ 494,087	\$ 5,649	\$ 7,705
RWA Water Efficiency Program	Regional Indoor and Outdoor Water Efficiency Project	7	\$ 988,198	\$ 11,299	\$ 15,411
Sacramento Area Flood Control Agency/Water Forum	Lower American River Mile 0.9R Aquatic Riparian Habitat Enhancement Project	12	\$ 1,408,183	\$ 16,100	\$ 21,961
Sacramento County Water Agency	Regional Water Meter Retrofit Acceleration Project	6	\$ 304,365	\$ 3,480	\$ 4,747
Sacramento Regional County Sanitation District	SRCSJ/Sacramento Power Authority Recycled Water Project	8	\$ 1,547,519	\$ 17,693	\$ 24,134
Sacramento Suburban Water District	North Antelope Booster Pump Station Project	9	\$ 261,873	\$ 2,894	\$ 4,084
Sacramento Suburban Water District	Coville Ave and Roseview Park Pump Stations and Treatment Systems Project	10	\$ 1,482,298	\$ 16,948	\$ 23,116
Sacramento Suburban Water District	Regional Water Meter Retrofit Acceleration Project	6	\$ 304,365	\$ 3,480	\$ 4,747
Total			\$ 16,030,766	\$ 183,287	\$ 250,000

EXHIBIT 2

PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER DWR PROPOSITION 84 IRWMP IMPLEMENTATION GRANT AGREEMENT

Each Participant listed in Exhibit 1, acting as a Local Project Sponsor, has agreed in accordance with Section 5 of the Program Agreement that it will fully and timely perform all Local Project Sponsor obligations. Under Article 6 of the Proposition 84 grant agreement between RWA and DWR ("Grant Agreement"), each Local Project Sponsor is required to act on behalf of RWA for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA's responsibilities under the agreement.

The draft Grant Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of any revised drafts and the executed final Grant Agreement. Any new or amended terms and conditions in subsequent versions of the Grant Agreement will govern over the similar terms and conditions stated in this Exhibit 2.

Each Participant will include all applicable provisions in this Exhibit 2 as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

With reference to the attached Grant Agreement, each Participant is required to:

I. Financial Provisions

A. Cost Share. Each Participant shall be obligated to provide its agreed local cost share for its project in the amount agreed between RWA and DWR and approved by Participant. Each participant may include eligible costs for its project incurred after September 30, 2008 in its local cost share amount.

B. General Funding Conditions. In order to be eligible for reimbursement of project costs, each Participant is required to comply with the following general conditions: (1) demonstrate the availability of sufficient funds to complete its project by submitting the most recent 3 years of audited financial statements; (2) if applicable, comply with Public Resources Code section 75102 to notify any California Native American tribe with traditional lands located within the project area of project construction (using contact list maintained by the Native American Heritage Commission); and (3) for groundwater management and recharge projects and projects with potential groundwater impacts, demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

C. Eligible Project Costs. Participants may only apply grant funds to eligible project costs in accordance with applicable provisions of the law and Exhibit C of the attached Grant Agreement.

Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Project Costs, depending on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. For a more detailed description of project costs that are eligible for reimbursement and costs that are not eligible for reimbursement, Participants should review Article 9, page 2, of the attached Grant Agreement.

D. Invoice Information. Invoices must include all of the information provided in Article 10, page 3 of the attached Grant Agreement. RWA will provide Participants with information on preparing reimbursement requests and the information required to prepare and submit invoices to DWR. Each Participant will promptly respond to any RWA request for additional information necessary for RWA staff to prepare reimbursement requests acceptable to DWR.

E. Accounting and Return of Grant Disbursement. Each Participant is obligated to account for the expenditure of all grant funds received. Participant's obligations all of the accounting, disclosure and return of funds provisions set forth in Article D.1, Exhibit D of the attached Grant Agreement.

F. Travel. Each participant agrees that travel and per diem costs shall not be eligible for reimbursement with State funds, and shall not be eligible for computing participant cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of the attached Grant Agreement.

II. Permitting and Environmental Compliance

A. Environmental Compliance. No Participant may proceed with any project work that is subject to CEQA and any other environmental permitting requirements until Participant: (1) submits all applicable environmental permits indicated on the Environmental Information Form to DWR; (2) provides copies of any CEQA documents required for its project to DWR; and (3) after DWR completes any required CEQA compliance review as a Responsible Agency, receives written concurrence from the DWR of Participant's CEQA documents and DWR's notice of verification of environmental permit submittal.

B. Permits, Licenses, and Approvals. Each Participant shall be responsible for ensuring that any and all permits, licenses, and approvals required for performing its project are obtained, and shall comply with federal, State and local laws, rules, and regulations, guidelines, and requirements applicable to its project. A partial list of such applicable laws is set forth in Article D.24, Exhibit D of the attached Grant Agreement.

III. Reporting and Audit Obligations

A. Submission of Reports. Each Participant will provide all reports (including Quarterly Progress, Project Completion, Grant Completion, and Post-Performance Reports), data, information, and certifications necessary for RWA to comply with all DWR reporting requirement provided in the Grant Agreement. RWA will provide Participants with template

report forms, reporting and instructions and related assistance to ensure the timely preparation and submittal of all reports in the necessary formats required under the Grant Agreement. Participants will timely respond to any RWA requests for additional information and work on required reports. The types, format, content, and timing of required reports is provided in Exhibit E to the attached Grant Agreement and Participants are encouraged to review and familiarize themselves with that information.

B. State Audits. The State reserves the right to conduct an audit at any time between the execution of the Grant Agreement and the completion of any or all projects funded by the Grant Agreement. After completion of all projects, the State may require RWA to obtain a final audit conducted by an independent Certified Public Accountant. In addition, under Government Code section 8546.7, the State may audit the performance of the Grant Agreement or of individual projects for a period of three years after final payment under the Grant Agreement (i.e., completion of all projects and payment of closing invoice). Participants, and their contractors and subcontractors, are required to preserve all project-related records and data for a minimum of three years after final payment under the Grant Agreement. See Exhibit H to the attached Grant Agreement for a listing of documents and records that State Auditors would require for review if this grant or any individual project(s) funded by it are audited.

C. Disposition of Equipment. Upon RWA's request, each Participant shall provide a final inventory list of equipment purchased with grant funds provided by DWR with a current estimated fair market value of more than \$5,000 per item. Under the Grant Agreement, DWR reserves the right to take title and possession of any items listed in the inventory that it identified in writing within 60 days of receipt of such inventory. All other listed items shall become the Participant's property.

D. Retention. DWR will withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by RWA for reimbursement of project costs until after all projects are completed and RWA has complied with its obligation to submit all required reports as provided in Section III.A., above, and Article 17 of the Grant Agreement. Upon receipt of the retained funds held by DWR, RWA will distribute those funds to each Participant in accordance with the previously agreed amount due.

IV. Project Construction and Operation

A. Labor Compliance. Each Participant must, independently or through RWA (subject to approval by DIR), adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program ("LCP") meeting the requirements of Labor Code section 1771.5. Upon request by the State or RWA, each Participant will promptly submit written evidence of its compliance with the LCP requirements.

B. Operation and Maintenance of Project. Each Participant shall ensure the proper start up and continued efficient and economical operation of its project. Such obligation includes making all repairs, renewals, and replacements necessary to the efficient operation and maintenance of the project. Operations and maintenance costs of funded projects are not reimbursable expenses under the Grant Agreement and each Participant shall be solely liable for payment of such costs.

C. Acknowledgement of Credit. Participants shall include appropriate acknowledgement of the State and any cost-sharing partners for their support when promoting their projects or using any data or information developed under the Grant Agreement. During construction of a project, a Participant must install a sign at a prominent location which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Each participant shall notify RWA and DWR that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D. Competitive Bidding and Procurement. Each Participant shall comply with all applicable competitive bidding and procurement laws and regulations when contracting for the acquisition of goods and services and construction of projects funded under the Grant Agreement.

E. Inspections and Certification by Engineer.

1. Upon completion of a project and as determined by State, each Participant shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and with the Grant Agreement.

2. The State shall have the right to inspect project work being performed at any and all reasonable times. Each Participant shall include provisions ensuring such access for the State in all contracts and subcontracts entered into for projects funded under the Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Participant and its contractors and subcontractors relating to this Grant Agreement.

V. **Regulatory Requirements**

A. Child Support Obligations. Each Participant acknowledges and agrees that by participating in the grant, it recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Each Participant also will fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. Drug-Free Workplace. Each Participant certifies, under penalty of perjury under the laws of State of California, its compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking all of the actions provided in Article D.14, Exhibit D to the attached Grant Agreement.

C. Nondiscrimination. Each Participant acknowledges and agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment

because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). Each Participant shall give written notice of its obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

D. Americans With Disabilities Act. Each Participant certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), and all applicable regulations and guidelines issued pursuant to the ADA.

E. Groundwater Monitoring. Any Participant carrying out a groundwater project or project that includes groundwater monitoring requirements funded by the Grant Agreement shall ensure that such projects are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76, commencing with Section 10780, of Division 6 of Water Code) and, where applicable, that projects affecting water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

VI. Miscellaneous Provisions

A. Computer Software. Each Participant certifies that it has appropriate controls in place to ensure that grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Project Monitoring Plan Requirements. Each Participant shall provide all data, information and cooperation requested by RWA to assist it with the preparation and submittal of the Project Monitoring Plan required under Article 22 of the attached Grant Agreement.

C. Notification of State. Each Participant will promptly notify RWA in writing of the following:

1. Events or proposed changes in a project that could affect the scope, budget, or work performed under the Grant Agreement.

2. Any public or media event publicizing the accomplishments or results of a project funded under the Grant Agreement. Participants shall notify RWA at least 14 calendar days in advance of any such event to provide State representatives with the opportunity to attend and participate.

3. Final inspection of a completed project by a Registered Civil Engineer (See Item IV.E, above). Participants shall notify RWA at least 14 calendar days in advance of any such inspection in order to provide State representatives with the opportunity to participate.

D. Prohibition Against Disposal of Project Without State Permission. Participants shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in

conjunction with their projects without DWR's prior permission. Participants also shall not take any action relating to user fees, charges, and assessments that could adversely affect its ability to meet its obligations under the Grant Agreement, without prior written permission of State.

E. State Indemnification. To the extent permitted by law, each Participant agrees to indemnify, defend and hold harmless the State against any loss or liability arising out of any claim or action brought against the State, and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with: (1) the project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) performing any of the terms contained in the Grant Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, Water Pollution Control Act, and Clean Air Act, and the California Hazardous Substance Account Act, Hazardous Waste Control Law and Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by the Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this indemnification shall survive the term of the Grant Agreement.

APPENDIX A

PROPOSITION 84 GRANT AGREEMENT BETWEEN RWA AND DWR

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
REGIONAL WATER AUTHORITY, AGREEMENT NO. 4600009678
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Regional Water Authority, a joint powers authority in the greater Sacramento, Placer, El Dorado, and Yolo Counties within the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the American River Basin Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on June 1, 2016, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$16,030,766. Of the total grant amount, not less than \$1,901,293 shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be \$56,161,041. Grantee shall provide a Grantee Cost Share in the amount of at least 25% of the total project cost. Grantee's Funding is estimated to be \$40,130,275. The Required Grantee's Cost Share for purposes of this Agreement shall be \$14,040,260. The Grantee's Funding may include cost share incurred after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the American River Basin IRWM Implementation Program grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
- e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
- f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
- g) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
 - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."
- h) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), then the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.

8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) As the Project will include relatively high cost share amounts (estimated at 71.5% of the total project cost), Grantee's cost share has been divided into "Required Cost Share" and "Additional Cost Share" as documented in Exhibit C. Required Cost Share means twenty five percent of the total project cost and reporting is mandatory. Additional Cost Share means any cost share exceeding 25% and reporting is not mandatory. Grantee is required to maintain records of all cost share (Required and Additional), but Grantee is only responsible for providing documentation to the State to substantiate the Required Cost Share amount (i.e. 25%) unless otherwise requested by State. Retention will not be released until the entire project is complete (grant share, required, and total cost share).
- e) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Teji Sandhu
901 P Street, Sacramento
CA 94236-0001
Phone: (916) 651-9254
Fax: (916)651-9292
E-mail: tksandhu@water.ca.gov

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
 - For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - Making any false warranty, representation, or statement with respect to this Grant Agreement.
 - Failure to operate or maintain projects in accordance with this Grant Agreement.
 - Failure to make any remittance required by this Grant Agreement.
 - Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
 - Failure to comply with Labor Compliance Program (LCP) requirements.
 - Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- Terminate any obligation to make future payments to Grantee.
- Terminate the Grant Agreement.
- Take any other action that it deems necessary to protect its interests.

14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the American River Basin IRWM Implementation Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
 - Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, updated individual project schedules that provide detail as to how each project is progressing, and any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than August 1, 2012 with future reports then due on successive three month increments based on the invoking schedule and this date.
 - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last

project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.

- Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.
18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
 19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.
 20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
 21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
 22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
 - a) Baseline conditions.

- b) Brief discussion of monitoring systems to be utilized.
- c) Methodology of monitoring.
- d) Frequency of monitoring.
- e) Location of monitoring points.

A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.

23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001

Regional Water Authority
John K. Woodling
Executive Director
5620 Birdcage Street, Suite 180
Citrus Heights, CA. 95610

Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Phone: (916)967-7692
e-mail: jwoodling@rwah2o.org

Direct all inquiries to the Project Manager:

Department of Water Resources Teji Sandhu Division of Integrated Regional Water Management 901 P Street Sacramento, CA. 94236-0001	Regional Water Authority Robert J. Swartz 5620 Birdcage Street, Suite 180 Citrus Heights, CA. 95610
Phone: (916) 651-9254 e-mail: tksandhu@water.ca.gov	Phone: (916) 967-7692 e-mail: rswartz@rwah2o.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Local Project Sponsors
- Exhibit G – Requirements for Data Submittal
- Exhibit H – Guidelines for Grantees
- Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

REGIONAL WATER AUTHORITY

 Paula J. Landis, P.E., Chief
 Division of Integrated Regional Water
 Management
 Date _____

 John K. Woodling
 Executive Director
 Date _____

Approved as to Legal Form and Sufficiency

 Spencer Kenner, Assistant Chief Counsel
 Office of Chief Counsel
 Date _____

EXHIBIT A WORK PLAN

PROJECT 1: CITY OF ROSEVILLE ASR PROGRAM – PHASE 2

Project Description

The project will install the above-ground well equipment for Hayden Park and Del Web wells as part of the City of Roseville's (City) Aquifer Storage and Recovery (ASR) project. Each well will have an injection capacity of 900 gallons per minute (gpm) and extraction capacity of 1,800 gpm. The project will store and recover an estimated average annual 480 acre-feet (AF) per year in the basin.

The total estimated budget for this project is \$4,437,513 (Required Cost Share: \$750,000; Grant Share: \$1,976,397; Additional Cost Share: \$1,711,116).

Direct Project Administration

This task includes general project administration, labor compliance, quarterly reporting, and project completion reporting. Project administration includes City council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved labor compliance program (LCP). Quarterly reports will be prepared assessing the progress and accomplishments of the project. A project completion report will also be prepared at the end of the project, as well as, annual reports.

The total estimated budget for this task is \$79,893 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$79,893).

Land Purchase/Easement

Land and rights-of-way acquisition are not required for the project.

Planning/Design/Engineering/Environmental Documentation

This task includes final design, environmental documentation, and permit preparation activities. The plans and specifications prepared for these wells will be revised and updated, which includes the installation of wellhead facilities on the two installed wells in addition to above-ground improvements. Design will be completed by City staff. From the final plans and specifications, a bid package will be developed for the above-ground infrastructure. For this project, the City of Roseville's Design and Construction Standards will be used as well as any other applicable standards (e.g. California Water Well Standards).

In order to be compliant with the California Environmental Quality Act (CEQA), a project-specific Environmental Impact Report (EIR) will be completed for the City's ASR Program. The budget associated with the drafting and adoption of the EIR is not included here as the project is not requesting grant funds nor will funding match be used for this task.

The City will acquire a Waste Discharge Requirement (WDR) permit from the Regional Water Quality Control Board (RWQCB) for injecting treated water into the aquifer. As the wells are constructed and brought online, the California Department of Public Health (CDPH) needs to approve the use of the wells for public water supply. Therefore, after the construction of the above-ground infrastructure at the two well sites, the City will file Public Water Supply Amendment.

The Bid Package to be used for bid solicitation will be prepared under this task, and will include the final plans and specifications for the Hayden Parkway Well and Del Web Well Above-Ground Infrastructure. Construction submittal will include Insurance Requirements, the Notice to Proceed (NTP), and a Stormwater Pollution Prevention Plan (SWPPP).

The total estimated budget for this task is \$391,862 (Required Cost Share: \$150,000, Grant Share: \$0; Additional Cost Share: \$241,862). Direct expenses for permits are included under the "Other" category below.

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Includes clearing grubbing, storm drain inlet protection, stormwater best management practices (BMPs) installation, and electrical, communication and water connection. Potholing will also be conducted at the sites prior to construction to locate and identify any underground structures.

Project Construction

For above-ground well infrastructure includes the installation of well pumps, Baski valves, chemical metering pumps, a 2-inch diameter sewer pipe, a 12-inch diameter water pipe, a 16-inch (or greater) diameter stormwater pipe, and two 500-gallon hypochlorite tanks. Earthwork will include utility and electrical piping, finish grading, and foundation work. Mechanical and electrical work consists of installation of potable water pipe, building a sanitary drain, storm water connection, chemical piping and pumps, well pump, valves, HVAC (if needed), building lighting, electrical/PLC panels, electrical grounding, and instrumentation.

Performance Testing and Demobilization

Performance testing including well start-up and operation will be performed after completion of construction. Operations and maintenance (O&M) manuals will be developed for reference and distribution to operators and City of Roseville staff.

The total estimated budget for Construction/Implementation is \$3,089,500 (Required Cost Share: \$600,000, Grant Share: \$1,976,397; Additional Cost Share: \$513,103).

Environmental Compliance/Mitigation/Enhancement

The stormwater BMPs identified in the SWPPP will be implemented, as well as any mitigation measures recommended in the City of Roseville ASR Final EIR (to be completed). Implementation of the approved Project Monitoring Plan (PMP) will be conducted as part of this task.

The total estimated budget for this task is \$74,640 (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$74,640).

Construction Administration

City of Roseville staff will perform construction management services during construction and inspections during construction. Some of these specific work items include review of contractor's schedule and make recommendations; manage and coordinate all contractor correspondence; maintain detailed project records; and perform field construction inspections.

The total estimated budget for this task is \$642,500 (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$642,500).

Other

A Project Monitoring Plan will be prepared as permits described above are obtained.

The total estimated budget for this task is \$4,643 (\$525 PMP; \$4,118 permits (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$4,643)).

Construction/Implementation Contingency

Contingency is estimated at 5% of the construction/implementation budget. The limited contingency reflects that the below-ground portion of the project has already been completed and past experience with this type of project.

The total estimated budget for this task is \$154,475 (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$154,475).

PROJECT 2: SECRET RAVINE FISH PASSAGE IMPROVEMENT PROJECT

Project Description

This project restores natural channel and floodplain function and increases channel capacity by removing a bridge and pipelines, recontouring stream banks, and adding logs and boulder structures that mimic nature. The barrier removal will provide access to approximately 10 miles of potential spawning and rearing habitat upstream of the project site.

The total estimated budget for this project is \$366,551 (Required Cost Share: \$0; Grant Share: \$311,051; Additional Cost Share: \$55,500).

Direct Project Administration

The project has two implementing agencies: the City of Roseville (City) and the Dry Creek Conservancy. The City will be the responsible agency for purposes of compliance with grant funding terms. The City and the Dry Creek Conservancy will enter into a Memorandum of Understanding (MOU) delineating the number of hours and costs associated with the Dry Creek Conservancy time spent on this project, billing procedures and the payment mechanism. Labor compliance will be implemented under an approved LCP. Quarterly reports will be prepared assessing the progress and accomplishments of the Secret Ravine Fish Passage Improvement Project. A project completion report will also be prepared at the end of the project, and annual reports will be prepared.

The total estimated budget for this task is \$15,204 (Required Cost Share: \$0; Grant Share: \$12,204; Additional Cost Share: \$3,000).

Land Purchase/Easement

Land for this project is already owned by the City of Roseville. It was deeded to the City through Development Agreements Fee Title. The project area is part of the City's open space.

Planning/Design/Engineering/Environmental Documentation

Planning documents have been prepared to demonstrate the viability of the project and 90% design of the project has been completed. The project design meets the guidelines and standards included in the *California Salmonid Stream Habitat Restoration Manual Part XII* (Michael Love & Kozmo Bates, April 2009). The project is exempt from CEQA review under the provisions of Class 33 Categorical Exemptions as described in Section 15333 of the CEQA guidelines, which states: "Class 33 consists of projects not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants or wildlife provided that there are no significant adverse impacts on endangered, rare or threatened species or their habitat pursuant to section 15065...." The following additional permits will be obtained prior to implementation of the project, as follows: City of Roseville Grading Permit and City of Roseville Flood Encroachment Permit. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$68,072 (Required Cost Share: \$0; Grant Share: \$40,572; Additional Cost Share: \$27,500).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Mobilization and site preparation includes clearing a path to the work area, creating a temporary staging area, and mobilizing large construction equipment, including an excavator, two dump trucks, and a backhoe, to the site. The City of Roseville will demolish existing structures, including bridges abutments, concrete aprons and abandoned utility pipes, and excavation of concrete aprons according to the final design. Demolition debris will be disposed of per local, state and federal requirements.

Project Construction

The contractor will be responsible for installing the stormwater BMPs, the dewatering system, and perform fish relocation. Following demolition, the contractor will restore the stream bed and banks. The contractor will re-grade the channel bed and banks, place large woody debris and rocks in the channel, and install erosion protection. Final steps will include removing the dewatering system and fish blocknets and re-vegetating stream banks, followed by public pathway improvements and interpretive signage.

Performance Testing and Demobilization

Under this work item, the contractor will perform site clean-up and stabilization. This includes final inspection and project certification, and contractor demobilization. A letter of approval, signed by the Design consultant and the biologist, stating that the work was performed to their satisfaction will also be prepared.

The total estimated budget for the Construction/Implementation task is \$209,900 (Required Cost Share: \$0; Grant Share: \$184,900; Additional Cost Share: \$25,000).

Environmental Compliance/Mitigation/Enhancement

The City applied for and was granted a Notice of Exemption (NOE) under CEQA Code 15333-Small Restoration Projects. The primary environmental mitigation action required is restoration of the stream bed and re-vegetation of the stream banks.

As part of this task, stormwater BMPs will be implemented and managed. In addition, monitoring required as part of implementation of the Project Monitoring Plan will also be implemented under this task.

The total estimated budget for this task is \$36,223 (Required Cost Share: \$0; Grant Share: \$36,223; Additional Cost Share: \$0).

Construction Administration

Construction administration and management will be divided into two components; first, oversight of the demolition of the existing structures will be conducted by the City of Roseville staff; and second, oversight of restoration of the stream bed and banks will be performed by a contractor. Field inspection will be required to inspect structure stability, channel morphology and in-stream habitat.

The total estimated budget for this task is \$35,527 (Required Cost Share: \$0; Grant Share: \$35,527; Additional Cost Share: \$0).

Other

This budget item includes liability insurance costs for Dry Creek Conservancy required for this project. A Project Monitoring Plan will be prepared under this task.

The total estimated budget for this task is \$1,625 (\$525 PMP; \$1,100 liability coverage (Required Cost Share: \$0; Grant Share: \$1,625; Additional Cost Share: \$0)).

Construction/Implementation Contingency

No construction/implementation contingency is assumed for this project.

PROJECT 3: E.A. FAIRBAIRN GROUNDWATER WELL PROJECT

Project Description

This project will construct a groundwater well with an estimated capacity of 1,400 gallons per minute at the Fairbairn Water Treatment Plant and implement conjunctive use operations. The well will provide up to 2,250 AF per year in dry years.

The total estimated budget for this project is \$1,578,454 (Required Cost Share: \$100,000; Grant Share: \$988,198; Additional Cost Share: \$490,256).

Direct Project Administration

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. A project completion report will also be prepared at the end of the project, as well as, annual reports.

The total estimated budget for this task is \$9,760 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,760).

Planning/Design/Engineering/Environmental Documentation

Design has not yet started on the proposed project. American Water Works Association (AWWA) standards (including AWWA A-100-06, AWWA Manual No. M21) and California Water Well Standards will be followed along with any other applicable project design and material standards. City staff will prepare a MND for the project in order to comply with CEQA. As part of the MND, a list of mitigation measures to be implemented during construction will be identified and a monitoring plan will be developed. The City will acquire a National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit and a Sacramento County Well Construction Permit. Construction contracting will be completed by the City and consists of the following: Bid advertisement; Pre-bid contractors meeting; Bid opening; Bid evaluation; Award of Contract; NTP.

The total estimated budget for this task is \$276,000 (Required Cost Share: \$100,000; Grant Share: \$0; Additional Cost Share: \$176,000). Direct expenses for permits are included under the "Other" category below.

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. The Stormwater BMPs identified in the SWPPP will also be implemented during this stage of construction.

Project Construction

The groundwater well will be drilled to a depth of approximately 350 feet below the ground surface (bgs). Up to a 28-inch diameter borehole will be drilled. The well will be constructed in the borehole following completion with screened intervals to be determined based on field data. During construction, the casing and screen will be centered in the borehole while an engineered filter pack is placed between the screen and the borehole wall. A cement sanitary seal will be placed above the filter pack as part of the well construction. Following well completion, the pump, motor and above-ground facilities will be installed. The contractor will install piping to the potable water system, sewer system, and stormwater system, as well as construct ancillary facilities, including a control building.

Performance Testing and Demobilization

This will include start-up and operation testing of the well and demobilization from the site by the contractor.

The total estimated budget for this task is \$1,000,000 (Required Cost Share: \$0; Grant Share: \$988,198; Additional Cost Share: \$11,802).

Environmental Compliance/Mitigation/Enhancement

The contractor will implement the Stormwater BMPs throughout project construction, as well as any other mitigation measure identified in the MND. Implementation of the approved Project Monitoring Plan will be conducted under this task.

The total estimated budget for this task is \$10,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$10,000).

Construction Administration

The City of Sacramento Department of Utilities Construction Management Section will provide project inspection during construction and perform all other construction management support. Construction Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$81,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$81,000).

Other

A Project Monitoring Plan will be prepared and permits described above will be obtained.

The total estimated budget for this task is \$1,694 (\$525 PMP; \$1,169 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$1,694)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% of construction costs has been included because the project is in a fairly preliminary stage and unknown conditions may arise.

The total estimated budget for this task is \$200,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$200,000).

PROJECT 4: SHASTA PARK RESERVOIR AND WELL PROJECT

Project Description

This project includes constructing a groundwater well with an estimated capacity of 1,400 gallons per minute, a four million gallon reservoir, and booster pump station, which will increase the City of Sacramento's (City) conjunctive use capacity in south Sacramento. The well will provide up to 2,250 AF per year in dry years. The facility will also address chronic low pressure and fire flow concerns to a disadvantaged part of the City.

The total estimated budget for this project is \$13,609,693 (Required Cost Share: \$5,400,000; Grant Share: \$988,199; Additional Cost Share: \$7,221,494).

Direct Project Administration

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. The City has a Department of Industrial Relations (DIR) certified LCP in place. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Shasta Park Reservoir and Well Project. A completion report will be prepared at the end of the project, as well as, annual reporting

The total estimated budget for this task is \$20,320 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$20,320).

Land Purchase/Easement

The City's Real Estate Division is currently waiting for the completion of environmental documentation before appraising the proposed property. The City has, however, already begun informal discussions with Sacramento Housing and Redevelopment Agency, the parcel owner, regarding sale of the property.

The total estimated budget for this task is \$350,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$350,000).

Planning/Design/Engineering/Environmental Documentation

The criteria for evaluating the site included hydraulics, constructability, land acquisition cost, regulatory approval, facility cost, extent of disruption to existing customers, and compatibility for the proposed uses. No other planning documents are required prior to design of this project. For this project, AWWA standards (including AWWA A-100-06, AWWA Manual No. M21) and California Water Well Standards will be followed along with any other applicable project design and material standards. City staff will prepare a MND for the project to comply with CEQA. As part of the MND, a list of mitigation measures to be implemented during construction will be identified and a monitoring plan will be developed as part of the Mitigation, Monitoring and Reporting Program. The following permits will be needed for this project and will be obtained prior to the start of construction: NPDES General Stormwater Permit for Construction; Sacramento County Well Construction Permit; Sacramento County Encroachment Permit. The CDPH will need to approve the use of the wells and reservoir for public water supply; therefore, after construction is complete, the City will file a Public Water Supply Amendment. The certification from CDPH is ministerial and is not included in the budget or schedule in this project. Construction contracting will be completed by the City of

Sacramento and consists of the following: Bid advertisement; Pre-bid contractors meeting; Bid opening; Bid evaluation; Award of Contract; NTP.

The total estimated budget for this task is \$1,068,850 (Required Cost Share: \$400,000; Grant Share: \$0; Additional Cost Share: \$668,850). Direct expenses for permits described above are included under the "Other" category below.

Construction/Implementation

Construction for the groundwater well and reservoir will be constructed simultaneously. Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. The Stormwater BMPs identified in the SWPPP (to be prepared by the contractor) will be installed during this stage of construction.

Project Construction

The four million gallon reservoir is expected to be constructed of concrete, and will include up to 850 lineal feet each of transmission and drainage piping, an exterior security wall of approximately 1,100 lineal feet, electrical, meters, landscaping, and up to four reservoir booster pumps. The groundwater well will be drilled to a depth of approximately 350 feet below ground surface (bgs). Up to a 28-inch diameter borehole will be drilled. The well will be constructed in the borehole following completion with screened intervals to be determined based on field data. Following well completion, the pump, motor and above-ground facilities will be installed. The contractor will install piping to the potable water system, sewer system, and stormwater system, as well as construct ancillary facilities, including meter, pressure tank, chemical systems, electrical, and a control building.

Performance Testing and Demobilization

This will include start-up and operation testing of the well and demobilization from the site by the contractor.

The total estimated budget for this task is \$9,582,500 (Required Cost Share: \$5,000,000; Grant Share: \$988,199; Additional Cost Share: \$3,594,301).

Environmental Compliance/Mitigation/Enhancement

The contractor will implement the Stormwater BMPs throughout project construction, as well as any other mitigation measures identified in the MND. The proposed project site is located on land occupied by the Swainson's Hawk (a sensitive species) and other environmental documents suggest that mitigation for the lost habitat may be required on a 1:1 basis. Finally, implementation of the approved Project Monitoring Plan will be conducted as part of this task.

The total estimated budget for this task is \$90,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$90,000).

Construction Administration

The City of Sacramento Department of Utilities Construction Management Section will provide project inspection during construction and perform all other construction management support. Construction RWA Prop 84 Agreement

Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$578,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$578,800).

Other

This task includes preparing the Project Monitoring Plan and direct permit expenses.

The total estimated budget for this task is \$2,723 (\$525 PMP; \$2,198 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$2,723)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% has been included because the project is in a fairly preliminary stage and there may be unknown conditions.

The total estimated budget for this task is \$1,916,500 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$1,916,500).

PROJECT 5: ANTELOPE CREEK INTEGRATED FLOOD CONTROL PROJECT

Project Description

This is a multi-objective water efficiency and regional flood control improvement project proposed within the Dry Creek Watershed area of the American River Basin. This project includes the first phase of a two-phase project. The first phase would include the concrete gunite lining and other improvements of the Antelope Creek/Canal and its tributaries and the construction of one (in a future series of two) on-channel flood control weirs on Antelope Creek. The project will conserve up to 125 AF per year, reduce the amount of erosion in the watershed, improve water quality and reduce peak flow from a 100-year storm event by 530 cubic feet second on Antelope Creek near Atlantic Street in the City of Roseville. For grant management purposes, the project has been split into two project elements (Antelope Creek Integrated Flood Control Project and Antelope Creek Integrated Water Efficiency Project). The flood control portion of the project sponsored by Placer County Flood Control and Water Conservation District is described below.

The total estimated budget for this project is \$1,519,699 (Required Cost Share: \$100,000; Grant Share: \$741,149; Additional Cost Share: \$678,550).

Direct Project Administration

Administration includes Board communications, budget adjustments, project status meetings, and communication with RWA and contractors and communication between the two participating agencies, Placer County Water Agency (PCWA) and Placer County Flood Control and Water Conservation District (PCFCWCD). Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$25,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$25,000).

Land Purchase/Easement

The City of Roseville owns and maintains the current open space zoned property over which the flood control portion of Phase 1 of the project is proposed, so there are no assumed costs for this task.

Planning/Design/Engineering/Environmental Documentation

Planning documents have been prepared to demonstrate the viability of the project. At this time, the project has completed the conceptual (10%) design stage. During design, AWWA and American Society for Testing and Materials (ASTM) Construction Standards and OSHA regulations and industry standard practice will be used as construction standards and health and safety standards. The following permits will be required to implement the project: Department of Fish and Game 1600 Streambed Alteration Agreement allowing for work within the stream channel; U.S. Army Corps of Engineers Section 404 Encroachment Permit; RWQCB Section 401 Permit for water quality certification; Central Valley Flood Protection Board (CVFPB) Encroachment Permit; City of Roseville Grading and Encroachment Permit; City of Roseville Tree Mitigation Permit. In addition to the above mentioned permits, the contractor will file and comply with a SWPPP, which will be submitted to the

City of Roseville and Placer County. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$370,000 (Required Cost Share: \$100,000; Grant Share: \$50,000; Additional Cost Share: \$220,000).

Construction/Implementation

Construction of the Antelope Creek Integrated Flood Control Project will be conducted over two construction seasons due to the increase in flows during the winter months. Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Upon receipt of the NTP, the contractor will begin mobilization and site preparation activities. These activities will include selective clearing and grubbing of debris and invasive species within the floodplain construction areas; instituting tree protection measures; and following all prescribed SWPPP measures.

Project Construction

Following completion of site preparation activities, the contractor will perform project construction activities. This includes general site grading, excavating and hauling for weir construction, floodplain restoration, forming and pouring the concrete flood control weir, installation of the ALERT stream level gauges, re-landscaping, installing a temporary irrigation system, and installing interpretive signs.

Performance Testing and Demobilization

During completion of construction activities, the contractor will perform required materials testing and monitoring. This includes geotechnical testing of flood control weir base materials, earthwork compaction testing, concrete materials testing and plant establishment and monitoring. Following construction site cleanup activities, PCFCWCD will begin the three-year plant establishment monitoring period and begin monitoring the stream level gauges to determine storage and peak flow reduction results. Final inspection and project certification will also be performed, along with contractor demobilization.

The total estimated budget for this task is \$711,149 (Required Cost Share: \$0; Grant Share: \$691,149; Additional Cost Share: \$20,000).

Environmental Compliance/Mitigation/Enhancement

A project-specific Project Monitoring Plan will be prepared for this project to direct longer-term project monitoring to ensure successfully project implementation and operation.

The total estimated budget for this task is \$177,215 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$177,215).

Construction Administration

Construction Administration includes Construction Management services and other administrative activities relating to project implementation. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$121,138 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$121,138).

Other

This task includes preparing the Project Monitoring Plan and payment for the permits described above.

The total estimated budget for this task is \$8,525 (\$525 PMP; \$8,000 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$8,525)).

Construction/Implementation Contingency

A construction/implementation contingency of 15% will be used for this project, which is based on previous projects and the state of the current project.

The total estimated budget for this task is \$106,672 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$106,672).

PROJECT 6: REGIONAL WATER METER RETROFIT ACCELERATION PROJECT

Project Description

The Regional Water Meter Retrofit Acceleration Project will install 840 additional residential meters in the service areas of the City of Sacramento, Sacramento Suburban Water District, and Sacramento County Water Agency. The meters will conserve an estimated 126 AF per year.

The total estimated budget for this project is \$959,454 (Required Cost Share: \$0; Grant Share: \$913,095; Additional Cost Share: \$46,450).

Direct Project Administration

Administration includes Board and Council communications with the respective agencies, budget adjustments, project status meetings, and communication with RWA and contractors. This project is being administered by RWA; however, the meters will be installed in the City of Sacramento, Sacramento Suburban Water District, and Sacramento County Water Agency service areas. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Regional Water Meter Retrofit Acceleration Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$17,340 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$17,340).

Land Purchase/Easement

This is not required for this project.

Planning/Design/Engineering/Environmental Documentation

Each agency has an ongoing meter installation program, so minimal preparation of final design and specifications would be needed to commence the project. All installed residential water meters will comply with design and accuracy specifications of the AWWA and shall be NSF-approved lead free. The meters will be connected to residential water services in accordance with the Uniform Plumbing Code (UPC). For the Regional Water Meter Retrofit Acceleration Project, a Categorical Exemption will be filed as the project will not have any significant impacts on the environment. For this project, a Sacramento County Encroachment Permit must be acquired to be allowed to work in County easements. These permits are issued on an annual basis for agency operations and maintenance. For the water meters located in the City of Sacramento, no permits will be required.

The total estimated budget for this task is \$6,480 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$6,480).

Construction/Implementation

The Regional Water Meter Retrofit Acceleration Project participants (namely the City of Sacramento, Sacramento Suburban Water District and the Sacramento County Water Agency) select contractors through a competitive process on a fiscal year basis for implementation of similar types of work; therefore, these agencies will modify the existing contracts to incorporate the Regional Water Meter Retrofit Acceleration Project as part of the overall contract scope. Construction is divided into three

categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

The contractors will mobilize their equipment and crew to their respective, designated staging areas. Some of the equipment that will be required for implementation of the Regional Water Meter Retrofit Acceleration Project include: a backhoe, low bed, and crew truck; this equipment will be brought to the site during this subtask.

Project Construction

During project construction, the 840 residential water meters will be installed. The contractors will perform the installations within OSHA and any other applicable codes, regulations, and ordinances during construction.

Performance Testing and Demobilization

Representatives of the participating agencies will perform post-construction inspections to verify proper meter installation. Additionally, as part of this work item, demobilization and site restoration (as required) by the contractor will be completed.

The total estimated budget for this task is \$924,000 (Required Cost Share: \$0; Grant Share: \$913,095; Additional Cost Share: \$10,905).

Environmental Compliance/Mitigation/Enhancement

A Categorical Exemption will be filled for this project, so no mitigation measures will be required. Contractors will prepare erosion, sediment and pollution control plans to protect water quality during construction. Implementation of an approved Project Monitoring Plan will occur under this task.

The total estimated budget for this task is \$3,600 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$3,600).

Construction Administration

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$7,200 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$7,200).

Other

This task includes preparing the Project Monitoring Plan and securing of permits identified above.

The total estimated budget for this task is \$925 (\$525 PMP; \$400 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$925)).

Construction/Implementation Contingency

A construction/implementation contingency will not be applied to this project as the installation of water meters is not a complex construction activity and the participants have significant prior experience in meter retrofits and will assume any additional costs.

PROJECT 7: REGIONAL INDOOR AND OUTDOOR WATER EFFICIENCY PROJECT

Project Description

The Regional Indoor and Outdoor Water Efficiency Project consists of four components that will conserve an estimated 9,615 AF over the life of the programs. The four programs are: (1) no-cost interior water efficiency fixture retrofits, primarily targeted (goal of 75%) at disadvantaged communities; (2) exterior single family water use surveys and upgrades; (3) exterior water use surveys and upgrades for large landscapes, including commercial, industrial and institutional (CII) and residential agriculture landscapes; and (4) the preparation of water use budgets for accounts with dedicated landscape meters. The estimated average annual conservation from the project is 480 AF per year.

The total estimated budget for this project is \$1,004,439 (Required Cost Share: \$0; Grant Share: \$988,198; Additional Cost Share: \$16,241).

Direct Project Administration

Administration includes general communications, budget adjustments, project status meetings, and communication with contractors, local agency staff and internal communication at RWA. If labor compliance is required, it will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Regional Indoor and Outdoor Water Efficiency Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$33,499 (Required Cost Share: \$0; Grant Share: \$17,558; Additional Cost Share: \$15,941).

Land Purchase/Easement

This is not required for this project.

Planning/Design/Engineering/Environmental Documentation

The project is designed to reduce water use as a means towards compliance with California law requiring a 20% water reduction in per capita water use Statewide by the year 2020. The majority of the planning documents required for implementation have been prepared by local agency and RWA staff. These documents demonstrate the efficacy of the proposed conservation measures and were developed based on guidance documents prepared by DWR and the California Urban Water Conservation Council (CUWCC). This project will follow all design and material standards documented in the CUWCC MOU as well as any other applicable standards. No permits are required for this project.

The total estimated budget for this task is \$3,360 (Required Cost Share: \$0; Grant Share: \$3,360; Additional Cost Share: \$0), which will be fully funded by the grant.

Construction/Implementation

Implementation will consist of the following four primary elements:

- **Interior Conservation Retrofits** - This effort will provide a complete interior water conservation retrofit for up to 1,098 households in the Greater Sacramento Area, with a goal of 75% (or 825) of the retrofits targeted at disadvantaged customers. The retrofit will include a standard survey of interior water use; direct, no-cost installation of indoor water efficiency devices including toilets, showerheads, and faucet aerators and hose-end shut-off valves will be provided for exterior hose bibs.
- **Exterior Residential Water Use Surveys and Upgrades** - For single-family accounts, provide up to 285 exterior water use surveys (landscape audits) and up to \$500 for each completed survey in irrigation system upgrades.
- **Exterior Large Landscape Water Use Surveys and Upgrades** - For large landscapes, including CII and residential agriculture accounts with mixed-use meters, provide up to three workshops on water efficiency for large landscape customers throughout the region and up to 76 exterior water surveys, which include up to \$1,500 for each completed survey in irrigation system upgrades.
- **Landscape Water Budgets** - Prepare up to 404 landscape water budgets for dedicated landscape irrigation meters in accordance with the state's current Model Water Efficient Landscape Ordinance.

The total estimated budget for this task is \$884,500 (Required Cost Share: \$0; Grant Share: \$884,500; Additional Cost Share: \$0).

Environmental Compliance/Mitigation/Enhancement

No environmental compliance, mitigation, or enhancement will be required for this project. This task will include implementation of an approved Project Monitoring Plan.

The total estimated budget for this task is \$2,300 (Required Cost Share: \$0; Grant Share: \$2,300; Additional Cost Share: \$0).

Construction/Implementation Administration

Implementation administration includes will include the following items: Review contractor's schedule and make recommendations; manage and coordinate all project inquiries, serve as focal point; manage and coordinate all contractor correspondence; maintain detailed project records; receive, log, and distribute all submittals for review; coordinate inspection of completed items with local agencies; recommend final payment and submit all project files for archiving.

The total estimated budget for this task is \$80,480 (Required Cost Share: \$0; Grant Share: \$80,480; Additional Cost Share: \$0).

Other

This task includes preparing the final Project Monitoring Plan.

The total estimated budget for this task is \$300 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$300).

Construction/Implementation Contingency

An implementation contingency will not be applied to this project as the installation of water efficiency measures is not a complex construction activity.

PROJECT 8: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT / SACRAMENTO POWER AUTHORITY RECYCLED WATER PROJECT

Project Description

This Project consists of the construction of recycled water pipeline facilities at the Sacramento Regional County Sanitation District (SRCSD) Sacramento Regional Wastewater Treatment Plant (SRWTP), transmission pipelines outside of the SRWTP, and piping modifications at the SPA Cogeneration Facility to convey recycled water from the SRWTP to replace approximately 1,000 AF per year of potable water currently being used for cooling purposes.

The total estimated budget for this project is \$9,165,994 (Required Cost Share: \$2,700,000; Grant Share: \$1,547,519; Additional Cost Share: \$4,918,475).

Direct Project Administration

Administration includes internal communications, budget adjustments, project status meetings, and communication and coordination with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the SRCSD/Sacramento Power Authority (SPA) Recycled Water Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$133,805 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$133,805).

Land Purchase/Easement

The SRWTP property has been owned by SRCSD since the 1970s and the SPA owns the Cogeneration Plant property, but other land easement acquisitions may be required in order to implement this project. The pipeline alignment between the northern property boundary of the SRWTP and the southern terminus point of 24th Street, referred to as Delta Shores, does not appear to have existing right-of-way and it is anticipated that easements would need to be secured in this area. Also, it may be necessary to acquire easements/right-of-ways and temporary construction easements along sections of the alignment along 24th Street and 47th Avenue in order to facilitate the construction and maintenance of the pipeline and related appurtenances. Since the existing lands within Delta Shores are undisturbed lands, installation of the recycled water transmission main is expected to be faster and cheaper compared to the other sections of pipeline. Based on prior experiences with similar projects, 5% of project construction costs is assumed for the cost of project easements.

The total estimated budget for this task is \$310,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$310,000).

Planning/Design/Engineering/Environmental Documentation

SRCSD will solicit for engineering services to complete design for the SRCSD/SPA Recycled Water Project. A Negative Declaration will be drafted for the pipeline proposed in this project. Four permits must be acquired prior to project implementation. The SRCSD Treated Wastewater Change Petition WW-28, was completed in July 1996, providing approval under Section 1211 and 1700 of the RWA Prop 84 Agreement

California Water Code to change the place of use and purpose of use of treated wastewater. Potential amendments to California Energy Commission (CEC) License and Title 5 Air Permit, may be required to operate the SPA Cogeneration Plant. Encroachment permits from local jurisdictions/agencies allowing for the construction of utilities in public right-of-ways. A Department of Fish and Game Section 1600 Streambed Alteration Agreement to cross Laguna Creek at the SRWTP property. This permit may not be required should SRCSD construct the crossing under Laguna Creek using tunneling methods to avoid mitigation impacts and accelerate the acquisition of permits. If required, a U.S. Army Corps of Engineers Section 404 Encroachment Permit as well as a RWQCB Section 401 Permit for water quality certification will also be acquired. SRCSD will release a Notice to Contractors for the SRCSD/SPA Recycled Water Project. After review of the bids, SRCSD will select a bid and provide the NTP to the selected contractor. A SWPPP will be developed and provided by the Contractor.

The total estimated budget for this task is \$1,295,498 (Required Cost Share: \$700,000; Grant Share: \$0; Additional Cost Share: \$595,498).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Mobilization and site preparation includes clearing a path to the work area, creating a temporary staging area, mobilizing large construction equipment to the site and storm drain inlet protection. Pre-construction surveys and soil borings along the pipeline will be performed and will identify existing utilities, rights-of-way, environmentally sensitive areas and above ground and underground road conditions. Mitigation measures such as the BMPs identified in the SWPPP will also be set-up under this subtask.

Project Construction

Project construction consists of the installation of the pipeline and all other appurtenances and improvements and modifications to the treatment and piping system at the water recycling facility and to the cogeneration plant piping system. This includes trench construction and stabilization, traffic control, pipe installation, backfill and compaction of the trench. The pipeline will consist of approximately 6.3 miles of 12-inch diameter recycled water pipeline.

Performance Testing and Demobilization

After completion of construction, the pipeline and modifications to the water recycling facility and cogeneration plant will be tested. Once completed, the construction site will be cleaned and fencing installed to protect the pipeline. The pipeline and modifications will then be inspected to ensure compliance with all applicable standards and regulations.

The total estimated budget for this task is \$5,575,200 (Required Cost Share: \$2,000,000; Grant Share: \$1,547,519; Additional Cost Share: \$2,027,681).

Environmental Compliance/Mitigation/Enhancement

The SWPPP and permit compliance measures will be implemented. Construction of the pipeline segments along specific areas of the SRWTP property will avoid seasonal nesting areas. Monitoring

required as part of implementation of the Project Monitoring Plan will be implemented and includes implementation of the required performance monitoring, data assessment, and reporting.

The total estimated budget for this task is \$66,902 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$66,902).

Construction Administration

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$669,024 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$669,024).

Other

This task includes preparing the final Project Monitoring Plan.

The total estimated budget for this task is \$525 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$525).

Construction/Implementation Contingency

A construction/implementation contingency of 20% has been included and is detailed in the associated budget. The contingency percentage is based on SRCSD's prior experience and typical industry standards for this stage of a project.

The total estimated budget for this task is \$1,115,040 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$1,115,040).

PROJECT 9: NORTH ANTELOPE BOOSTER PUMP STATION PROJECT

Project Description

This project will construct a booster pump with a capacity of 4,200 gallons per minute to provide for the reversal of flow in the Antelope and Cooperative Transmission pipeline. This will increase the operational flexibility within the system and create additional opportunities for conjunctive use practices in the region.

The total estimated budget for this project is \$918,412 (Required Cost Share: \$200,000; Grant Share: \$261,873; Additional Cost Share: \$456,539).

Project Administration

Administration includes Board communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared, a project completion report will be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$34,844 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$34,844).

Land Purchase/Easement

The land for the proposed project is currently owned by SSWD.

Planning/Design/Engineering/Environmental Documentation

Feasibility of the project will require an inter-agency agreement among the project beneficiaries. The conceptual (10%) design for this project has been completed. The final design report for the booster pump station will be completed along with a bid package for the project. For this project, AWWA standards (including AWWA A-100-06, AWWA Manual No. M21) and SSWD Standard Details and Specifications will be followed along with any other applicable project design and material standards. SSWD anticipates filing a Negative Declaration for CEQA compliance. The following permits will be required for the completion of the project and will be obtained before construction begins: CDPH Permit Amendment; Public Water Supply Amendment; and County of Sacramento Electrical Permit. Following completion of final design, a bid package will be released and the contractor will be selected based on a competitive selection process.

The total estimated budget for this task is \$167,742 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$167,742). Direct expenses for permits are included under the "Other" category below.

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Mobilization and site preparation includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. Based on the final pump station layout and

requirements for maintenance access to the existing pressure reducing valve (PRV) station equipment, the existing access gate may need to be relocated. If so, the gate will be moved during this phase of construction. On-site safety equipment will be installed at this stage. The Stormwater BMPs identified in the SWPPP (to be prepared by the contractor) will also be installed during this stage of construction.

Project Construction

Prior to installation of the pump station facilities, the site will be excavated in accordance with the final plans and specifications. Construction of the pump station includes construction and installation of piping and appurtenances, two magnetic flow meters and two 50 horsepower centrifugal pumps. A motor control center with a transformer, controls and instrumentation will also be installed during this phase.

Performance Testing and Demobilization

Following construction of the pump station, start-up and control testing will be performed. Testing will include meter flow testing and calibration, motorized valve control testing and calibration, and pump flow rate testing. Finally, general site cleanup and demobilization will be performed and final project certification will be performed.

The total estimated budget for this task is \$527,800 (Required Cost Share: \$200,000; Grant Share: \$261,873; Additional Cost Share: \$65,927).

Environmental Compliance/Mitigation/Enhancement

SSWD has not begun environmental documentation; however, SSWD anticipates filing a Negative Declaration. A SWPPP will be prepared and implemented as part of project construction and only standard stormwater BMPs are expected to be required. Implementation of an approved Project Monitoring Plan will be implemented under this task.

The total estimated budget for this task is \$9,600 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,600).

Construction Administration

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$65,476 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$65,476).

Other

This task includes preparing the final Project Monitoring Plan and direct permit expenses. The total estimated budget for this task is \$7,390 (\$525 PMP; \$6,865 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$7,390)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% will be used for the project. This percentage was based on prior experience with similar projects at this stage of design.

The total estimated budget for this task is \$105,560 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$105,560).

PROJECT 10: COYLE AVENUE AND ROSEVIEW PARK PUMP STATIONS AND TREATMENT SYSTEMS PROJECT

Project Description

The project will construct two 1,200-square foot pump stations and two new production wells with estimated capacities of 1,800 gpm and 1,400 gpm in Sacramento Suburban Water District's (SSWD) north service area. When operated as part of a conjunctive use program, the wells are expected to yield an average annual supply of 2,000 AF.

The total estimated budget for this project is \$5,706,162 (Required Cost Share: \$1,800,000; Grant Share: \$1,482,298; Additional Cost Share: \$2,423,864).

Direct Project Administration

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Coyle Avenue and Roseview Park Pump Stations and Treatment Systems Project. A project completion report will be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$59,295 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$59,295).

Land Purchase/Easement

The Coyle well site is currently owned by SSWD. SSWD has submitted an offer letter to the Sunrise Recreation and Park District (SRPD) for the Roseview Park site. SRPD is currently finalizing the offer from SSWD. The purchase price for the Coyle Avenue site was \$36,500 and the estimated purchase price for the Roseview Park site is \$32,900.

The total estimated budget for this task is \$69,400 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$69,400).

Planning/Design/Engineering/Environmental Documentation

The design of the Coyle well has been completed; the pump station and treatment facility design is currently underway. For this project, AWWA standards (including AWWA A-100-06, AWWA Manual No. M21) and California Water Well Standards will be followed along with any other applicable project design and material standards. A Draft IS/ND has been prepared and was published for public comment. Per the Draft IS/ND, the proposed project will not cause any significant adverse environmental impacts. This is not expected to change with completion of the Final IS/ND. The following permits have been obtained for the Coyle Avenue and Roseview Park Pump Stations and Treatment Systems Project: County of Sacramento Well Construction Permit; and CDPH Permit Amendment. The following permits for each well will be required for the completion of the project and will be obtained before construction begins: County of Sacramento Sewer Permit; County of Sacramento Water Agency Permit; NPDES Permit Amendment; and Public Water Supply Amendment. Following completion of final design, a bid package will be released and the contractor will be selected based on a competitive selection process.

The total estimated budget for this task is \$420,750 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$420,750). Direct expenses for permits are included under the "Other" category below.

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Mobilization and site preparation includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. The Stormwater BMPs identified in the SWPPP (to be prepared by the contractor) will also be installed during this stage of construction.

Project Construction

Construction of the wells includes the drilling operations, casing installation, filter pack placement, sanitary seal placement and wellhead completion. Detailed specifications and plans for the wells, found in the Wells Final Design Package, are included as an attachment to this work plan. Pump station and treatment system construction for the Coyle Avenue Site includes construction of the 1,200 square foot masonry pump station, installation of above-ground appurtenances such as flow meters, valves and instrumentation, and installation of approximately 200 linear feet of either 12-inch or 16-inch underground piping to convey water from the well to the SSWD distribution system. Additionally, 200 linear feet of 15- to 18-inch underground storm drain will be installed, connecting the well pump-to-waste piping to the existing Sacramento County-owned storm drain system. A motor control center with pad-mounted transformer, controls, instrumentation, lighting, heating, fencing, landscaping and irrigation facilities will also be installed during this phase. Pump station and treatment system construction for the Roseview Park Site is identical to that of the Coyle Avenue site with the following exceptions: 600 to 1,200 lineal feet of 18-inch underground storm drain will be required for connecting the well pump-to-waste piping to the Sacramento County-owned storm drain system and 600 lineal feet of 4-inch underground sewer line will be required to connect to the existing Sacramento County-owner sewer system. The wellhead treatment systems at both sites, constructed in the pump stations, will consist of a chlorination treatment for disinfection and possibly a manganese removal system. More details and specifications for the wellhead treatment system will be known once the wells have been constructed and additional water quality data have been gathered.

Performance Testing and Demobilization

Following construction of the wells, test well pumps and discharge piping will be installed in the new wells. The new wells will then be developed and water quality samples will be taken and analyzed. The pump volume and drawdown will be determined at each site and one final report summarizing all of the performance testing that occurred will be drafted. Performance testing for the pump stations and treatment systems will include pressure testing and pump testing with water quality samples collected during start-up to ensure the treatment system is effective. Finally, the CDPH will inspect the sites to ensure they meet all required codes.

The total estimated budget for this task is \$4,011,935 (Required Cost Share: \$1,800,000; Grant Share: \$1,482,298; Additional Cost Share: \$729,637).

Environmental Compliance/Mitigation/Enhancement

As previously mentioned, a Negative Declaration has been prepared for this project; therefore, no mitigation measures are anticipated. A SWPPP will be prepared and implemented at both sites as part of project construction; thus only standard Stormwater BMPs will be implemented through the construction period. Finally, implementation of the approved Project Monitoring Plan will also be conducted as part of this task.

The total estimated budget for this task is \$38,400 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$38,400).

Construction Administration

Construction Administration includes Construction Management tasks. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$267,440 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$267,440).

Other

This task includes preparing the Project Monitoring Plan and securing of permits described above.

The total estimated budget for this task is \$36,555 (\$525 PMP; \$36,030 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$36,555)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% will be used for the Coyle Avenue and Roseview Park Pump Stations and Treatment Systems Project. This percentage was based on prior experience with similar projects at this stage of design.

The total estimated budget for this task is \$802,387 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$802,387).

PROJECT 11: WILLOW HILL PIPELINE REHABILITATION PROJECT

Project Description

This project will repair one of the highest water loss areas identified in the City of Folsom through a leak detection and repair program. Improvements will include lining and other repairs of the Willow Hill pipeline and lining of the Willow Hill Reservoir. This part of Folsom's system currently loses up to 1 million gallons per day or about 1,100 AF per year.

The total estimated budget for this project is \$7,606,671 (Required Cost Share: \$2,600,000; Grant Share: \$1,926,987; Additional Cost Share: \$3,079,684).

Direct Project Administration

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Willow Hill Pipeline Rehabilitation Project. A project completion report will also be prepared at the end of construction, as well as, annual reporting.

The total estimated budget for this task is \$94,507 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$94,507).

Land Purchase/Easement

The City of Folsom owns both the infrastructure and the associated property within the project boundary.

Planning/Design/Engineering/Environmental Documentation

At this time, project planning has been completed and design has not yet started on the proposed project; however the City of Folsom anticipates that four design submittals will be prepared for the project. The 10% Design is will incorporate condition assessment work that will define the type of rehabilitation required for the various pipeline segments. Construction will occur during the low water demand period in the winter, therefore to meet that schedule, the City of Folsom will be releasing the advertising bid notice on less than 100% design and will provide the 100% design plan and specifications prior to accepting bids. During design, AWWA and ASTM Construction Standards, as well as City of Folsom Standard details and specifications will be followed along with any other applicable project design and material standards. This project is a rehabilitation project of existing infrastructure and will not result in any increase of capacity; therefore, this project is categorically exempt from environmental review under CEQA as noted in Title 14 - California Code of Regulations, Chapter 3 - Guidelines for Implementation of the California Environmental Quality Act, Article 19 - Categorical Exemptions, Section 15302 - Replacement or Reconstruction. The following permits are anticipated to be obtained for this project: An Amendment to the Public Water System Supply Permit issued to the City of Folsom is assumed to be required from the CDPH to incorporate the proposed repairs. As this project is a repair, the City of Folsom will work with the CDPH to determine if the amendment is necessary. An Amendment to the Waste Discharge Requirements for City of Folsom is expected to be required from the RWQCB due to discharges resulting from the repair work. As described above, the bid advertisement period for this period will be based on the 90% design. The 100% design will be distributed to contractors prior to accepting bids. Contract authorization by the

City Council will occur within two weeks of the bid opening. Work items include a pre-bid contractor's meeting, Bid Advertisement, Notice of Award (NOA)/NTP, and monthly progress reports.

The total estimated budget for this task is \$399,960 (Required Cost Share: \$250,000; Grant Share: \$0; Additional Cost Share: \$149,960). Direct expenses for permits are included under the "Other" category below.

Construction/Implementation

Details on the construction process are not currently available. Condition assessment work will define the type of lining/rehabilitation work (mortar lining, slip-lining, removing and replacing, etc.) required for the various lengths of the pipeline. Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Upon the NTP, the contractor will mobilize and prepare the site and staging area(s), and perform any necessary pre-construction surveys.

Project Construction

Following site preparation, the contractor will begin rehab/repair of the approximately 21,000 lineal foot Willow Hill Pipeline. This will also include rehab of up to 3,250 fittings, replacement of up to four flow meters, four control structures, and lining of an approximately 566,280 square-foot reservoir. As stated above, the type of repair (e.g. lining, replacement) will be determined during the condition assessment. During construction, the contractor will comply with all SWPPP requirements and any other monitoring and reporting requirements in the permits, as well as performing traffic control.

Performance Testing and Demobilization

After repair of the pipeline is complete, City of Folsom staff will perform inspections and testing of the rehabilitated pipeline according to manufacturer recommendations. In addition, the contractor will perform site clean-up and demobilize. Following final testing and startup (including leak testing as required), project certification will be performed.

The total estimated budget for this task is \$6,466,170 (Required Cost Share: \$2,350,000; Grant Share: \$1,926,987; Additional Cost Share: \$2,189,183).

Environmental Compliance/Mitigation/Enhancement

As previously mentioned, a Categorical Exemption is expected for this project; therefore, no mitigation measures are anticipated. This project will comply with any permit requirements and will follow the measures outlined in the SWPPP (if required for the project). Implementation of the approved Project Monitoring Plan will be performed under this task. Any benefits from the use of available water resulting from the water efficiency improvements will be addressed as a separate project.

The total estimated budget for this task is \$12,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$12,800).

Construction Administration

Construction Administration includes Construction Management services and other construction administration services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$304,440 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$304,440).

Other

This task includes preparing the Project Monitoring Plan and permits described above will be obtained.

The total estimated budget for this task is \$5,485 (\$525 PMP; \$4,960 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$5,485)).

Construction/Implementation Contingency

A construction/implementation contingency of 5% will be used for the Willow Hill Pipeline Rehabilitation Project. The assumed contingency is less than other projects in the proposal due to the minimal open trenching expected as part of this project.

The total estimated budget for this task is \$323,309 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$323,309).

PROJECT 12: LOWER AMERICAN RIVER MILE 0.5 AQUATIC RIPARIAN HABITAT ENHANCEMENT PROJECT

Project Description

The project has been developed to increase the frequency of flooded habitat available for fish in the American and Sacramento Rivers during the spring and winter and to provide improved riparian habitat for birds and other wildlife species. These enhancements would be achieved by lowering and re-grading the over-steepened river bank at the 3.3 acre site and improving the quality of the upland habitat on the adjacent elevated floodplain.

The total estimated budget for this project is \$2,697,974 (Required Cost Share: \$200,000; Grant Share: \$1,408,183; Additional Cost Share: \$1,089,791).

Direct Project Administration

The project has three implementing agencies: Sacramento Area Flood Control Agency (SAFCA), County of Sacramento, and Water Forum. SAFCA is the project sponsor and will be responsible for implementing the project. The County of Sacramento is the property owner, and Water Forum is a stakeholder in the project. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Lower American River Mile 0.5 Aquatic Riparian Enhancement Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$31,916 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$31,916).

Land Purchase/Easement

The land for the proposed project includes property purchased prior to 1984 by Sacramento County, a partner in this project. The County has calculated a market value of \$22,000 per acre for the use of the American River Parkway for restoration by outside parties. This cost will either be waived or paid by SAFCA. For this project, the anticipated in-kind value for the use of the land is \$21,460.

The total estimated budget for this task is \$21,460. (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$21,460)

Planning/Design/Engineering/Environmental Documentation

Planning documents have been prepared to demonstrate the viability of the project. At this time the design of the project is at the 100% stage; however, designs will be updated to reflect changes in implementing agency, and a revised CEQA document will be circulated. An Environmental Assessment (EA) and Initial Study (IS) for CEQA and National Environmental Policy Act (NEPA) compliance were completed in December 2007 by USACE and a Notice of Determination (NOD) and Project Approval was completed May 2008. Because of the time that has passed and project changes involving the hauling and disposal of excavated soil, a new CEQA document will be released. This document will be a Supplemental EIR. This SEIR will supplement SAFCA's Natomas Levee Improvement Program (NLIP) EIR, because the soil will be hauled offsite for use in that project. In order to implement this project, the following permits will be required: Department of Fish and Game Section 1602 Streambed Alteration Agreement; Section 2081 California Endangered Species Act

Incidental Take Permit; Army Corps of Engineers 404 permit and Section 7 consultation for Clean Water Act and Federal Endangered Species Act compliance; RWQCB Section 401 Permit for water quality certification; CVFPB Encroachment Permit for permission to work in a floodway; State Lands Commission Lease for permission to work on state lands (if required); SWPPP will be prepared by the contractor as a condition of the contract.

Work items include advertising for bid, bid opening, reviewing the bids and issuing the NOA/NTP, as well as, the Construction Contract Award and will be performed by SAFCA staff. The Final Design Package will be used for the bid advertisement.

The total estimated budget for this task is \$319,866 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$319,866).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization, as described in the following sections.

Mobilization and Site Preparation

Upon the NTP, the contractor will mobilize its equipment and crew according to the staging plan. This will include moving equipment and materials to the site, grading and surfacing lay down and access roads as required and any temporary trailer, portable toilets and/or fencing required.

Project Construction

After site mobilization and site preparation, project construction will occur in two phases. In the first phase, elderberry shrubs that currently occupy approximately 2.5 of the 3.3 acres identified for floodplain habitat will be transplanted onto 10 acres of upland currently covered in non-native weedy grasses, blackberry vines, and a few native trees. Prior to transplanting, the site will be cleared and grubbed to prepare the upland area for the elderberry shrubs. The five acres will also be planted with elderberry seedlings and associated riparian species as established during consultation. During the second construction phase, the existing bank at RM 0.5R will be reshaped to create fish and wildlife habitat. After the bank is reshaped, vegetation will be planted according to the planting plan. An irrigation system will be constructed to ensure establishment of the plantings, and a beaver exclusion fence installed along the shoreline to increase plant survival. As part of site clean-up, all equipment and excess materials will be transported offsite. Any disturbed areas outside the planting zones will be reseeded with native grasses to promote revegetation and minimize soil erosion. Finally, all work sites will be cleaned of all rubbish and all parts of the work will be left in a safe and neat condition suitable to the naturalistic and recreation setting of the Parkway. Cleared vegetation, organic debris, unused top soil and any trash will be removed from the site via truck and disposed at the Sacramento County landfill or other approved site. The estimated 60,000 cubic yards of soil material excavated during grading and shaping of the floodplain will be removed by truck and stockpiled at a property owned by SAFCA along the Garden Highway.

Performance Testing and Demobilization

The contractor will perform site clean-up and stabilization. This subtask also includes the preparation of record drawings, final inspection and project certification, and contractor demobilization. Plant establishment monitoring will continue after construction.

The total estimated budget for this task is \$1,791,581 (Required Cost Share: \$200,000; Grant Share: \$1,408,183; Additional Cost Share: \$183,398).

Environmental Compliance/Mitigation/Enhancement

An EA and IS for CEQA and NEPA compliance were completed in May 2008, resulting in a MND. All mitigation measures have been incorporated into the final design. Mitigation will be accomplished by avoiding sensitive resources through pre-construction surveys. Elderberries on the site will be transplanted per U.S. Fish and Wildlife Service requirements. Water quality will be protected via a SWPPP and BMPs, which will be the responsibility of the contractor. Implementation of an approved Project Monitoring Plan will be conducted as part of this task.

The total estimated budget for this task is \$23,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$23,000).

Construction Administration

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$143,326 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$143,326).

Other

This task includes preparing the Project Monitoring Plan and payment for permits described above.

The total estimated budget for this task is \$8,508 (\$525 PMP; \$7,983 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$8,508)).

Construction/Implementation Contingency

A 20% construction/implementation contingency has been included. This rate is based on prior experience and engineering practice.

The total estimated budget for this task is \$358,316 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$358,316).

PROJECT 13: LOWER COSUMNES RIVER FLOODPLAIN RESTORATION PROJECT

Project Description

The project will include levee breaching, re-creating historic sloughs and off-channel wetlands, and installing fish screens on existing water intake structures. The project will result in 143 acres of additional floodplain, riparian forest habitat and juvenile salmon rearing habitat.

The total estimated budget for this project is \$2,557,195 (Required Cost Share: \$100,000; Grant Share: \$415,041; Additional Cost Share: \$2,042,154).

Direct Project Administration

Administration includes communication with RWA and contractors, budget adjustments, and project status meetings. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Lower Cosumnes River Floodplain project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$37,560 (Required Cost Share: \$0; Grant Share: \$37,560; Additional Cost Share: \$0).

Land Purchase/Easement

No land purchases or easements are required for this project, and therefore, there are no associated costs in the budget.

Planning/Design/Engineering/Environmental Documentation

Ducks Unlimited completed the 10% design of the Lower Cosumnes Floodplain Restoration Project. The 100% (or final) design will be the design package that is used to advertise the bid for construction. The package will consist of the complete, signed plans and specifications. During design, AWWA and ASTM Construction Standards, OSHA regulations, and industry standard practice will be used as construction standards and health and safety standards. All other applicable project design and material standards will also be used. Environmental documentation has not yet been completed. A CEQA MND will be prepared. To comply with NEPA, an EA will also be developed; the EA will specifically help satisfy the federal Endangered Species Act and National Historic Preservation Act as required for federal funding currently being sought for the project. In order to implement this project, the following permits will be acquired: Department of Fish and Game Section 1600 Streambed Alteration Agreement for construction in the Cosumnes River. DFG is a partner on the Cosumnes River Preserve and will assist with development of the permit. U.S. Army Corps of Engineers Section 404 Encroachment permit for Clean Water Act and Federal Endangered Species Act compliance. RWQCB Section 401 Permit for water quality certification. CVFPB Encroachment Permit for permission to work on the levee. RWQCB Stormwater NPDES Permit for Construction. A SWPPP will be drafted by the contractor to help minimize the impacts of stormwater runoff from the construction site by documenting stormwater BMPs and for state environmental compliance. Permits will be prepared, submitted and acquired by Ducks Unlimited as an agent of the Bureau of Land Management (landowner).

The total estimated budget for this task is \$626,432 (Required Cost Share: \$100,000; Grant Share: \$142,248; Additional Cost Share: \$384,184).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Upon the NTP, the contractor will mobilize its equipment and crew according to the staging plan and perform possible pre-construction surveys, including determining the presence of giant garter snakes as required for NEPA compliance.

Project Construction

During project construction, the construction contractor will excavate interior slough channels, construct interior access roads, and install fish exclusion screens on existing water intake structures. The levee will be breached in two locations to provide perennial and tidal connectivity between the river and the floodplain. From the breaches, a channel will be cut into the site to re-establish two historic tidal slough channels. Multiple slough side channels with varying elevations and small sub-floodplains will also be excavated off the two main channels. Inspection and testing will be performed on the constructed project by engineers from Ducks Unlimited, followed by revegetation and plant establishment. The construction contractor has sole and complete responsibility for the safety of all personnel and property on site for the project direction and will perform within OSHA and any other applicable codes, regulations, and ordinances.

Performance Testing and Demobilization

In this construction stage, the contractor will perform site clean-up and stabilization. Final inspection and project certification (which will be performed by engineers from Ducks Unlimited) will also be performed along with contractor demobilization. Inspections and project certification will be performed by Ducks Unlimited staff. After project completion, fish and water quality monitoring will be performed. Fish monitoring will identify and evaluate native fish use of the project site after completion. Specifically, the fish monitoring will examine the fall run Chinook Salmon, Sacramento Splittail, and Delta Smelt. Providing juvenile fish rearing habitat for these species is one of the primary goals of the project and monitoring will be used to assess ultimate success of the project. A specific fish monitoring protocol will be solicited/developed when project funding is secured. Water quality monitoring will include turbidity, salinity, nutrients both within the floodplain and the adjacent Cosumnes River upstream and downstream of the project site. A specific water quality monitoring protocol will be solicited/developed when the project funding is secured.

The total estimated budget for this task is \$1,249,000 (Required Cost Share: \$0; Grant Share: \$224,683; Additional Cost Share: \$1,024,317).

Environmental Compliance/Mitigation/Enhancement

A SWPPP will be developed and implemented as well as any mitigation measures identified in the approved MND and EA. The SWPPP BMPs will include seeding of all disturbed soil areas and equipment staging areas and other stormwater measures for post-construction project stabilization. Mitigation measures for CEQA and NEPA compliance are anticipated to consist of timing construction to occur during the non-breeding season for the Swainson's Hawk and other birds, and monitoring sensitive flora and fauna species during project implementation. Cofferdams will also be constructed to prevent sedimentation and preserve water quality in the Cosumnes River during implementation of the project. Development and implementation of the SWPPP will be the responsibility of the contractor.

In addition, implementation of the approved Project Monitoring Plan will be covered under this task.

The total estimated budget for this task is \$170,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$170,000).

Construction Administration

Construction Administration and management work items will be conducted under this task. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$41,472 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$41,472).

Other

This Task includes preparing the Project Monitoring Plan, monitoring of project benefits, public outreach, and obtaining permits described above.

The total estimated budget for this task is \$307,831 (Required Cost Share: \$0; Grant Share: \$10,550; Additional Cost Share: \$297,281).

Construction/Implementation Contingency

An approximately 10% construction/implementation contingency has been included for this project. This value was chosen due to the stage of the project as well as experience with past projects.

The total estimated budget for this task is \$124,900 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$124,900).

PROJECT 14: LOWER COSUMNES RIVER INTEGRATED GROUNDWATER RECHARGE PROJECT

Project Description

This project will include an 80+-acre spreading basin to be constructed and maintained by Omochochumne-Hartnell Water District (OHWD) adjacent to the Cosumnes River and recharge groundwater with up to 4,000 AF/year of Rancho Murieta Community Services District (RMCS D) surface water and construct a recovery well with an estimated capacity of 600 gpm for RMCS D to reduce supply deficits. The well will increase supply to RMCS D by an estimated average annual of 300 AF. For grant management purposes, the project has been divided into two project elements – Lower Cosumnes River Integrated Groundwater Recharge Project (Project 14) and Lower Cosumnes River Integrated Groundwater Recovery Project (Project 17). The groundwater recharge aspect of the project sponsored by OHWD is described below.

The total estimated budget for this project is \$1,489,675 (Required Cost Share: \$50,000; Grant Share: \$986,668; Additional Cost Share: \$453,007).

Direct Project Administration

Administration includes Board communications, budget adjustments, project status meetings, communication with RWA and contractors, and between the two participating agencies, OHWD and RMCS D. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$26,544 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$26,544).

Land Purchase/Easement

The proposed location of the project is not owned by OHWD. OHWD and the land owner are currently working toward developing a lease agreement for an initial 10-year period with an option for an additional 10-years, ensuring a 20-year lifetime on the spreading basin.

The total estimated budget for this task is \$75,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$75,000).

Planning/Design/Engineering/Environmental Documentation

Conceptual design (10% design) of the project has been completed; additional design deliverables will be prepared and submitted as part of the project. All materials used and procedures followed will conform to ASTM designations, State specifications, and other applicable engineering standards such as American Society of Civil Engineers (ASCE), AWWA. OHWD will draft, submit and adopt an IS and MND. Construction permits will include a U.S. Army Corps of Engineers Section 404 Encroachment Permit, a California Department of Fish and Game Section 1601 Permit, and compliance with the State's General NPDES Permit for Stormwater Discharges during construction will be required. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$306,048 (Required Cost Share: \$25,000; Grant Share: \$206,048; Additional Cost Share: \$75,000).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Mobilization and site preparation for this project will include pre-construction surveys; grubbing and clearing for site access; prepping of the staging area, spreading basin site, diversion unit site and pipeline route; and the implementation of any required mitigation actions. Site preparation also includes designation of staging areas and grading access ramps to diversion unit site near the Cosumnes River and to the spreading basin to meet the existing levee road, and winterization of the site(s) in October in anticipation of winter season.

Project Construction

OHWD is proposing to install a new pump station and intake on the right bank of the Cosumnes River near River Mile 22, upstream of Blodgett Dam. The new pump would draw water from a wet well placed in a river bank area that is hydraulically connected to the river. A culvert would connect this wet well to the intake structure on the river. The intake structure would screen the diversion to protect fishery resources (fish screen or infiltration gallery). The pump will be designed to draw up to 30 cfs of water. The pumping unit would consist of the wet well caisson, a water pump, and electric motors. Pump and motor controls will be installed on a platform above the wet well. The platform will be placed above the 100-year flood levels. Power sources for the lift station and fish screen would be installed by Sacramento Municipal Utility District (SMUD) as part of this project.

OHWD would also install about 600 feet of pipeline to convey the water from the pumping unit to the spreading basin. Existing soils in the project area will be tested to determine its suitability as a backfill around the pipeline and levee protection features. Pressure relief and vacuum valves would be installed to provide pipeline protection. A riprap outflow structure will be constructed in the spreading basin to dissipate energy from water flow and provide protection against soil erosion. The spreading basin would be constructed to allow infiltration of water; removal of top soil will improve the infiltration rates and will provide earth material needed for constructing berms around the basin. A monitoring well, with up to four nested piezometers, would also be completed as part of the Phase 1 project within the spreading basin to assess groundwater impacts. Field experience during drilling will determine the final monitoring well design.

Performance Testing and Demobilization

Following project construction, performance testing will be performed on new facilities. This includes a percolation test on the new spreading basin, leakage tests performed on all pipes, followed by full system flow tests conducted in the pipelines after the system is operational. Testing and demonstration of diversion pumps and associated electrical components, valves, gauges and other mechanical equipment will also be performed.

The total estimated budget for this task is \$835,000 (Required Cost Share: \$25,000; Grant Share: \$735,000; Additional Cost Share: \$75,000).

Environmental Compliance/Mitigation/Enhancement

Little environmental mitigation or enhancement actions beyond normal construction BMPs are expected to be required for the project. A SWPPP will also be prepared and implemented as part of project construction; thus only standard stormwater BMPs will be implemented through the construction period. Implementation of an approved Project Monitoring Plan will be included as part of this task.

The total estimated budget for this task is \$4,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$4,800).

Construction Administration

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$65,876 (Required Cost Share: \$0; Grant Share: \$45,620; Additional Cost Share: \$20,256).

Other

This task includes preparing the Project Monitoring Plan and securing of permits noted above.

The total estimated budget for this task is \$9,407 (\$525 PMP; \$8,882 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,407)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% has been included and is based on prior experience and the early stage of the project.

The total estimated budget for this task is \$167,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$167,000).

PROJECT 15: SLEEPY HOLLOW DETENTION BASIN RETROFIT PROJECT

Project Description

This project will modify an existing 6.3 acre flood detention basin using low impact development techniques such as the development of perennial channels to treat summer irrigation flows, seasonal wetland areas to treat large storm flows and winter runoff, habitat heterogeneity through creation of riparian clusters and habitat mounds. The basin will also be used to increase recharge from stormwater.

The total estimated budget for this project is \$973,384 (Required Cost Share: \$0; Grant Share: \$222,345; Additional Cost Share: \$751,039).

Direct Project Administration

The City of Elk Grove will be the lead agency on this project, but the project will be implemented cooperatively with Laguna Creek Watershed Council (LCWC), the Sheldon Community Association, and with local, well organized grass-roots community groups. Labor compliance will be implemented under an approved LCP. Quarterly reports will be prepared assessing the progress and accomplishments of the Sleepy Hollow Detention Basin Retrofit Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$14,118 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$14,118).

Land Purchase/Easement

Morrison Homes Inc. completed the Sleepy Hollow Unit 2 subdivision in 2005. The conditions of approval required the developer to dedicate the lots containing the detention basin to the City of Elk Grove, so land purchase/easement is not required.

Planning/Design/Engineering/Environmental Documentation

Four design submittals are expected to be completed for this project. The 100% Design will be used to advertise the project for bid for construction and will consist of the complete and signed specifications.

The proposed retrofit design must not compromise the primary objective of the detention basin: 100-year storm event flood control protection. Construction material will only include temporary irrigation pipes and equipment to be used for a minimum of five years to help establish the plantings. Conveyance of stormwater will be achieved by created drainage swales and no piping will be required. An environmental analysis for CEQA compliance has not yet been completed; however, a MND will be completed. Permitting requirements will be identified and considered during project design. A California Department of Fish and Game Section 1602 Streambed Alteration Agreement. Compliance with the State's General Stormwater NPDES Permit for construction will also be required. A SWPPP will be developed by the contractor and implemented. A U.S. Army Corps of Engineers Section 404 Encroachment Permit for construction in U.S. Waters; if a Section 404 Permit is sought, then a Central Valley RWQCB Section 401 Permit for water quality certification will also be required. The dry wells will be registered with the United States Environmental Protection Agency Underground Injection Control Program. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$143,226 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$143,226).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

The contractor will mobilize their equipment and crew according to the pre-designated staging plan. Mobilization and site preparation includes clearing a path to the work area, creating a temporary staging area, and mobilizing large construction equipment to the site. Additionally, the contractor will install temporary construction fencing, stormwater management controls, and clear and grub the site.

Project Construction

For project construction, the contractor will retrofit the new multi-purpose basin. This will include grading for wetland creation and habitat enhancement, constructing five Darcy Columns (dry wells), constructing and installing irrigation piping, and constructing recreational trails. In addition, trees and shrubs will be planted, and interpretive signs will be placed.

Performance Testing and Demobilization

Following project construction, the contractor will perform site clean-up and fencing. This work phase also includes final inspection and project certification. Lastly, the contractor will demobilize all equipment to complete construction.

The total estimated budget for this task is \$263,400 (Required Cost Share: \$0; Grant Share: \$222,345; Additional Cost Share: \$41,055).

Environmental Compliance/Mitigation/Enhancement

The Sleepy Hollow Detention Basin Retrofit Project is an environmental enhancement project; as such, it is anticipated that there will be no environmental mitigations required beyond standard construction mitigation measures. All measures described in the SWPPP and any permits will be followed. Also included in this task is implementation of the approved Project Monitoring Plan.

The total estimated budget for this task is \$357,500 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$357,000).

Construction Administration

Construction Administration and Construction Management work items will be conducted under this task. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$61,435 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$61,435).

Other

Other tasks include baseline monitoring, community engagement and preparation of the Project Monitoring Plan.

Baseline monitoring will consist of a water quality assessment of the storm runoff coming into the basin and discharging from the basin. The Baseline Monitoring Plan Report will evaluate existing incoming and discharge water quality conditions to measure against post-construction conditions, and it will also summarize the hydrology of basin and groundwater percolation capacity.

The City desires to engage the adjacent community through at least one workshop to let them know about the Project and the City's intentions. The City will advertise the workshops, prepare presentations, host the workshops, gather input, address issues and communicate with the community.

The total estimated budget for this task is \$81,025 (\$525 PMP; \$5,500 permits; \$10,000 community outreach; \$40,000 baseline monitoring; \$25,000 Sacramento County fees (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$81,025)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% has been included. This contingency value was selected based on the development of the project and previous experience with similar projects.

The total estimated budget for this task is \$52,680 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$52,680).

PROJECT 16: ANTELOPE CREEK INTEGRATED WATER EFFICIENCY PROJECT

Project Description

This is a multi-objective water efficiency and regional flood control improvement project proposed within the Dry Creek Watershed area of the American River Basin. This project includes the first phase of a two-phase project. The first phase includes the concrete gunite lining and other improvements of the Antelope Creek/Canal and its tributaries and the construction of one (in a future series of two) on-channel flood control weirs on Antelope Creek. The project will conserve up to 125 AF per year, reduce the amount of erosion in the watershed, improve water quality and reduce peak flow from a 100-year storm event by 530 cubic feet second on Antelope Creek near Atlantic Street in the City of Roseville. For grant management purposes, the project has been split into two project elements (Antelope Creek Integrated Flood Control Project and Antelope Creek Integrated Water Efficiency Project). The Antelope Creek Integrated Water Efficiency Project sponsored by Placer County Water Agency is described below.

The total estimated budget for this project is \$536,416 (Required Cost Share: \$20,130; Grant Share: \$379,468; Additional Cost Share: \$136,818).

Direct Project Administration

Administration includes Board communications, budget adjustments, project status meetings, and communication with RWA and contractors and communication between the two participating agencies, Placer County Water Agency (PCWA) and Placer County Flood Control and Water Conservation District (District). Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$25,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$25,000).

Land Purchase/Easement

The canal lining portions of the project area will be submitted to the PCWA Property Specialist to determine existing PCWA easements and if other easements will need to be obtained.

The total estimated budget for this task is \$15,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$15,000).

Planning/Design/Engineering/Environmental Documentation

Planning documents have been prepared to demonstrate the viability of the project. At this time, the project has completed the conceptual (10%) design stage. During design, AWWA and ASTM Construction Standards and OSHA regulations and industry standard practice will be used as construction standards and health and safety standards. PCWA anticipates filing a Negative Declaration for CEQA compliance for the project. It is not expected that permits will be required for the project, but it may need to comply with a SWPPP.

The total estimated budget for this task is \$20,000 (Required Cost Share: \$5,130; Grant Share: \$0; Additional Cost Share: \$14,870).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

Upon receipt of the NTP, the contractor and PCWA crews will begin mobilization and site preparation activities. These activities will include selective clearing and grubbing of debris and invasive species within the construction areas and following all prescribed SWPPP measures.

Project Construction

For canal outlets, PCWA staff will shape the area with hand tools and off-road construction equipment, install rip-rap or other material to dissipate the energy of the flowing water, install filter fabric and other devices as needed to prevent erosion, and install reinforcing wire where needed. The outside contractor will "shoot" the gunite, following direction from PCWA staff.

For raising canal walls, PCWA staff will shape the canal with hand tools and off-road construction equipment, increase the height of the canal wall with either material excavated from the canal or with temporary walls made from boards, and install reinforcing wire to the bottom and sides of the canal. Following canal lining, when the gunite has cured and hardened, each canal outlet will be opened and allowed to flow at a flow rate that would be typical of a stormwater flow. The effectiveness of the energy dissipater will be evaluated for its ability to reduce the velocity of the water and reduce the amount of sediment transported. Turbidity samples will be taken at the canal outlet and at the point where the flow enters a natural or manmade water way utilizing a portable Turbidity meter.

The precise number of sites and locations to receive improvements will be identified in the project planning and design phase and will be provided to DWR prior to commencing with the construction phase of the project.

The total estimated budget for this task is \$407,468 (Required Cost Share: \$15,000; Grant Share: \$379,468; Additional Cost Share: \$13,000).

Environmental Compliance/Mitigation/Enhancement

All personnel associated with this project will observe and comply with the PCWA *Natural Resources Management Training Manual* BMPs. A Project Monitoring Plan will be prepared for this project to direct longer-term project monitoring to ensure successfully project implementation and operation.

The total estimated budget for this task is \$30,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$30,000).

Construction Administration

Construction Administration includes Construction Management services and other administrative activities relating to project implementation. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$10,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$10,000).

Other

This task includes preparing the Project Monitoring Plan and includes an estimate budget for any permits that are not yet identified.

The total estimated budget for this task is \$5,575 (\$525 PMP; \$5,050 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$5,575)).

Construction/Implementation Contingency

A construction/implementation contingency of 5% will be used for this project, which is based on previous projects and the relatively simple nature of the construction activities for this project.

The total estimated budget for this task is \$23,373 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$23,373).

PROJECT 17: LOWER COSUMNES RIVER INTEGRATED GROUNDWATER RECOVERY PROJECT

Project Description

This project will include an 80+-acre spreading basin to be constructed and maintained by Omochumne-Hartnell Water District (OHWD) adjacent to the Cosumnes River and recharge groundwater with up to 4,000 AF/year of Rancho Murieta Community Services District (RMCS D) surface water and construct a recovery well with an estimated capacity of 600 gpm for RMCS D to reduce supply deficits. The well will increase supply to RMCS D by an estimated average annual of 300 AF. For grant management purposes, the project has been divided into two project elements – Lower Consumnes River Integrated Groundwater Recharge Project (Project 14) and Lower Consumnes River Integrated Groundwater Recovery Project (Project 17). The groundwater recovery aspect of the project sponsored by RMCS D is described below.

The total estimated budget for this project is \$1,033,265 (Required Cost Share: \$20,130; Grant Share: \$494,097; Additional Cost Share: \$519,038).

Direct Project Administration

Administration includes Board communications, budget adjustments, project status meetings, communication with RWA and contractors, and between the two participating agencies, OHWD and RMCS D. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A project completion report will also be prepared at the end of the project, as well, as annual reporting.

The total estimated budget for this task is \$34,430 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$34,430).

Land Purchase/Easement

The proposed location of the project is not owned by RMCS D. The proposed well location is within an easement dating back to 1995; however, portions of the transmission pipeline will be outside of the existing easement, so new easement extensions will need to be negotiated.

The total estimated budget for this task is \$50,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$50,000).

Planning/Design/Engineering/Environmental Documentation

All materials used and procedures followed will conform to ASTM designations, State specifications, and other applicable engineering standards such as ASCE, AWWA and California Water Well Standards. RMCS D will prepare and adopt an IS/MND for the project. Minimal impacts are anticipated and a MND will subsequently be completed and adopted for the water rights portion of the project. A Sacramento County Well Permit will be required. Compliance with the State's General NPDES Permit for Stormwater Discharges during construction will also be required. For operation of the project, a California Division of Water Rights Additional Point of Diversion permit will be required to allow the diversion of water from the stream to the spreading basins and a CDPH approval will be required to amend the RMCS D's water supply permit to allow the new water supply. The project will be split into two bid packages: one bid package will be for construction of well head facilities including

plumbing, pump and electrical controls; and the second bid package will be for construction of the transmission pipeline.

The total estimated budget for this task is \$170,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$170,000).

Construction/Implementation

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

Mobilization and Site Preparation

This includes an onsite meeting with the construction contractor and equipment mobilization to the project location.

Project Construction

The new well will be installed on westerly edge of RMCS D's service area on agriculture lands. The new well will be constructed of 12- to 16-inch diameter steel casing with stainless steel screen, between 500 and 600 feet in depth. The well and associated well head facilities will be designed to pump between 500 and 600 gpm. The pumping unit would consist of an above-grade water pump and electric motor set on a platform. The platform will be placed above the 100-year flood level. Power sources would be installed by Sacramento Municipal Utility District (SMUD) as part of this project. Also as part of the construction, RMCS D will install approximately 5,000 feet of 10-inch pipeline to convey the water from the well site to the existing distribution system for a direct connection. Existing soils in the project area will be tested to determine its suitability as a backfill around the pipeline, and backfill will be augmented by select imported material for the pipe bedding and pipe zone, as appropriate for the type of pipe installed. Backflow valves will be installed to provide well protection.

Performance Testing and Demobilization

This will include start-up and operation testing of the well and demobilization from the site by the contractor.

The total estimated budget for this task is \$665,000 (Required Cost Share: \$20,130; Grant Share: \$494,097; Additional Cost Share: \$150,773).

Environmental Compliance/Mitigation/Enhancement

Little environmental mitigation or enhancement actions beyond normal construction BMPs are expected to be required for the project. A SWPPP will also be prepared and implemented as part of project construction; thus only standard stormwater BMPs will be implemented through the construction period. An approved Project Monitoring Plan will be included as part of this task.

The total estimated budget for this task is \$4,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$4,800).

Construction Administration

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$33,250 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$33,250).

Other

This task includes preparing the Project Monitoring Plan and securing of permits noted above.

The total estimated budget for this task is \$9,285 (\$525 PMP; \$1,000 County permits; \$7,760 other permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,285)).

Construction/Implementation Contingency

A construction/implementation contingency of 20% has been included and is based on prior experience and the early stage of the project.

The total estimated budget for this task is \$66,500 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$66,500).

RWA Proposition 84 Implementation Program Budget Summary

Project #	Project Name	Implementing Agency	DWR Grant Amount	Total Project Cost	"Required" Cost Share	Reviewed Costs (Grant Share + Required Cost Share)	"Additional" Non-Reviewed Cost Share	Other State Funding	Retention Amount DWR will withhold per project
1	City of Roseville ASR Program - Phase 2	City of Roseville	\$ 1,976,397	\$ 4,437,513	\$ 750,000	\$ 2,726,397	\$ 1,711,116		\$ 197,640
2	Secret Ravine Fish Passage Improvement Project	City of Roseville and Dry Creek Conservancy	\$ 311,051	\$ 366,551	-	\$ 311,051	\$ 55,500	\$ 55,500	\$ 31,105
3	E. A. Fairbairn Groundwater Well	City of Sacramento	\$ 988,198	\$ 1,578,454	\$ 300,000	\$ 1,088,198	\$ 490,256		\$ 98,820
4	Shasta Park Reservoir and Well Project	City of Sacramento	\$ 988,199	\$ 13,609,693	\$ 5,400,000	\$ 6,388,199	\$ 7,221,494		\$ 98,820
5	Antelope Creek Integrated Flood Control Improvement Project	Placer County Flood Control and Water Conservation District	\$ 741,149	\$ 1,519,699	\$ 100,000	\$ 941,149	\$ 678,550		\$ 74,115
6	Regional Water Meter Retrofit Acceleration Project	Regional Water Authority	\$ 913,095	\$ 959,545	-	\$ 913,095	\$ 46,450		\$ 91,310
7	Regional Indoor and Outdoor Water Efficiency Project	Regional Water Authority	\$ 988,198	\$ 1,004,489	-	\$ 988,198	\$ 16,291		\$ 98,820
8	Recycled Water for the SMLUD Co-Generation Facility	Sacramento Regional County Sanitation District (SRCSD)	\$ 1,547,519	\$ 9,185,994	\$ 2,700,000	\$ 4,247,519	\$ 4,918,475		\$ 154,752
9	North Antelope Booster Pump Station	Sacramento Suburban Water District	\$ 261,873	\$ 918,412	\$ 200,000	\$ 461,873	\$ 456,539		\$ 26,187
10	Coyle Avenue and Roseview Park Pump Stations and Water Treatment Systems Project	Sacramento Suburban Water District	\$ 1,482,298	\$ 5,706,182	\$ 1,800,000	\$ 3,282,298	\$ 2,423,884		\$ 148,230
11	Willow Hill Pipeline Rehabilitation Project	City of Folsom	\$ 1,926,987	\$ 7,606,671	\$ 2,600,000	\$ 4,526,987	\$ 3,079,684		\$ 192,699
12	Aquatic and Riparian Habitat Enhancement in the Lower American River at River Mile 0.5R	Sacramento Area Flood Control Agency	\$ 1,408,183	\$ 2,697,974	\$ 200,000	\$ 1,608,183	\$ 1,089,791		\$ 140,818
13	Lower Cosumnes River Floodplain Restoration Project	Ducks Unlimited	\$ 415,041	\$ 2,537,195	\$ 100,000	\$ 515,041	\$ 2,042,154		\$ 41,504
14	Lower Cosumnes River Integrated Groundwater Recharge Project	Orndorff-Hartnell Water District	\$ 986,668	\$ 1,489,675	\$ 50,000	\$ 1,036,668	\$ 453,007		\$ 98,667
15	Sleepy Hollow Detention Basin Retrofit	City of Elk Grove	\$ 222,945	\$ 973,384		\$ 222,945	\$ 751,039		\$ 22,235
16	Antelope Creek Integrated Water Efficiency Project	Placer County Water Agency	\$ 379,468	\$ 536,416	\$ 20,130	\$ 399,598	\$ 136,810		\$ 37,947
17	Lower Cosumnes River Integrated Groundwater Recovery Project	Rancho Miuneta Community Services District	\$ 494,097	\$ 1,033,285	\$ 20,130	\$ 514,227	\$ 519,058		\$ 49,410
Grand Total			\$ 12,938,766	\$ 56,161,041	\$ 14,040,260	\$ 20,671,026	\$ 26,090,015		\$ 1,683,077

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

D.4 AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS. Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state

authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or

extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.18 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon, accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California

Government Code Section 6250 et. seq.). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 et seq.) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 et seq., the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

- D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to

meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.28 RIGHTS IN DATA:** To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Grant Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
 - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the

circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.34 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

- A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.
- In areas that receive water supplied from the Sacramento-San Joaquin Delta, the IRWM Plan must reduce dependence on the Sacramento-San Joaquin Delta for water supply (SB 855 (Stats. 2010) Section 31(c)(1)(B)).
- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment.
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to State.
 - The amount of the invoice.
 - The date the check was received.
 - The amount of the check (If a check has not been received for the final invoice, then state this in this section).

- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
 - Construction cost information, shown by material, equipment, labor costs, and change orders.
 - Any other incurred cost detail.
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure.
 - Include all internal and external costs not previously disclosed.
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress versus planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

REPORTS AND/OR PRODUCTS

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

**EXHIBIT F
LOCAL PROJECT SPONSORS**

LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 - City of Roseville ASR Program – Phase 2	City of Roseville	2005 Hilltop Circle Roseville, CA 95747
Project 2 - Secret Ravine Fish Passage Improvement Project	City of Roseville and Dry Creek Conservancy	2005 Hilltop Circle Roseville, CA 95747
Project 3 - E. A. Fairbairn Groundwater Well	City of Sacramento	1395 35th Avenue Sacramento, CA 95822
Project 4 - Shasta Park Reservoir and Well Project	City of Sacramento	1395 35th Avenue Sacramento, CA 95822
Project 5 - Antelope Creek Integrated Flood Control Improvement Project	Placer County Flood Control and Water Conservation District	3091 County Center Drive, Suite 220 Auburn, CA 95603
Project 6 - Regional Water Meter Retrofit Acceleration Project	Regional Water Authority	5620 Birdcage Street, Suite 180 Citrus Heights, CA 95610
Project 7 - Regional Indoor and Outdoor Water Efficiency Project	Regional Water Authority	5620 Birdcage Street, Suite 180 Citrus Heights, CA 95610
Project 8 - Recycled Water for the SMUD Co-Generation Facility	Sacramento Regional County Sanitation District (SRCSD)	10060 Goethe Road Sacramento, CA 95827
Project 9 - North Antelope Booster Pump Station	Sacramento Suburban Water District	3701 Marconi Ave #100 Sacramento, CA 95821-5346
Project 10 - Coyle Avenue and Roseview Park Pump Stations and Water Treatment Systems Project	Sacramento Suburban Water District	3701 Marconi Ave #100 Sacramento, CA 95821-5346

Project 11 - Willow Hill Pipeline Rehabilitation Project	City of Folsom	50 Natoma Street Folsom, CA 95630
Project 12 - Aquatic and Riparian Habitat Enhancement in the Lower American River at River Mile 0.5R	Sacramento Area Flood Control Agency	1007 7th Street, 7th Floor Sacramento, CA 95814
Project 13 - Lower Cosumnes River Floodplain Restoration Project	Ducks Unlimited	3074 Gold Canal Drive Rancho Cordova, CA 95670
Project 14 - Lower Cosumnes River Integrated Groundwater Recharge Project	Omochumne-Hartnell Water District	P.O. Box 211 Wilton, CA 95693
Project 15 - Sleepy Hollow Detention Basin Retrofit	City of Elk Grove	8401 Laguna Palms Way Elk Grove, CA 95758
Project 16 - Antelope Creek Integrated Water Efficiency Project	Placer County Water Agency	144 Ferguson Rd Auburn, CA 95603
Project 17 - Lower Cosumnes River Integrated Groundwater Recovery Project	Rancho Murieta Community Services District	15160 Jackson Road Rancho Murieta, CA 95683

**EXHIBIT G
REQUIREMENTS FOR DATA SUBMITTAL**

SURFACE AND GROUNDWATER QUALITY DATA:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:
<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

GROUNDWATER LEVEL DATA

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: <http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:
<http://www.water.ca.gov/groundwater/casgem/>

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

List of Documents for Audit

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded projects.
2. Written internal procedures and flowcharts for the following:
 - a. Receipts, deposits and disbursements
 - b. State reimbursement requests
 - c. Grant expenditure tracking
 - d. Guidelines, policy, and procedures on grant funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Program/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

General Grant Agreement GuidelinesAmendment Requirements:

Amendments to the Work Plan, Budget, and/or Schedule of this Grant Agreement are triggered when the proposed changes are deemed by the State to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the culmination of the proposed Grant amount budget change(s) for a Task is greater than 10% of the original Grant amount budget for that particular Task or the Task to be exchanged.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
 - o Describe contributed item(s) or service(s)
 - o Purpose for which contribution was made (tie to scope of work)
 - o Name of contributing organization and date of contribution
 - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
 - o Person's name and function of the contributing person
 - o Hours of contribution
 - o If multiple sources exist, summarize these on a table with summed charges
 - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

EXHIBIT I
GRANTEE RESOLUTION

RESOLUTION NO. 2011-01
A RESOLUTION OF THE REGIONAL WATER AUTHORITY BOARD OF
DIRECTORS AUTHORIZING SUBMITTAL OF AN INTEGRATED REGIONAL
WATER MANAGEMENT IMPLEMENTATION GRANT APPLICATION
AND ENTERING INTO A GRANT AGREEMENT

WHEREAS, the Regional Water Authority ("Authority") was formed to serve and represent regional water supply interests and to assist in protecting and enhancing the reliability, availability, affordability and quality of water resources; and

WHEREAS, the Authority has committed to preparing and implementing an Integrated Regional Water Management Plan ("IRWMP") to ensure maintaining water supplies for all uses in a sustainable environment; and

WHEREAS, the Authority adopted the American River Basin IRWMP in May 2006 and is completing a comprehensive update to ensure compliance with revised IRWMP guidelines released by the California Department of Water Resources in July 2010;

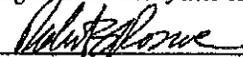
WHEREAS, the Authority is a public agency that serves as the Regional Water Management Group representing numerous stakeholders and interests throughout the region; and

WHEREAS the Authority has conducted extensive stakeholder outreach to identify priority IRWMP projects that provide multiple, integrated benefits throughout the region;

NOW, THEREFORE, be it resolved by the Board of Directors of the Authority as follows:

1. The Executive Director of RWA is hereby authorized and directed to prepare the necessary data, make investigations, execute and file an application with the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resources Code Section 75001 *et seq.*).
2. The Executive Director of RWA is hereby authorized to enter into an agreement with the California Department of Water Resources to accept the grant.

PASSED AND ADOPTED at a meeting of the Authority held on January 13, 2011.

By: 
Chair, Regional Water Authority

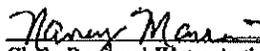
Attest: 
Clerk, Regional Water Authority

Exhibit 3

COST ESTIMATE - PROP 84 Implementation Grant Management

Project Management Tasks	Staff	Hrs	Rate	Total
Finalize Grant Agreement with DWR	Legal Counsel	6	250	\$1,500
(includes update of scope, schedule, budget and finalizing assessment plan)	Principal Project Manager	80	140	\$11,200
	Project Research Asst.	80	60	\$4,800
Develop and Execute Project Agreement with Grant Recipients	Legal Counsel	12	250	\$3,000
	Principal Project Manager	24	140	\$3,360
	Project Research Asst.	12	60	\$720
Grant Agreement Support to Grant Recipients	Principal Project Manager	96	140	\$13,440
	Project Research Asst.	96	60	\$5,760
Conduct and Document Project Committee Meetings (up to 10 meetings)	Principal Project Manager	40	140	\$5,600
	Project Research Asst.	40	60	\$2,400
Submit Requirements for Disbursement for Projects	Principal Project Manager	45	140	\$6,300
	Project Research Asst.	90	60	\$5,400
Prepare Invoices for Grant Reimbursement to DWR (up to 32 total or 8 per year)	Principal Project Manager	192	140	\$26,880
	Project Research Asst.	512	60	\$30,720
Prepare Quarter Reports to DWR (up to 18)	Principal Project Manager	36	140	\$5,040
	Project Research Asst.	216	60	\$12,960
Prepare Project Completion Reports	Principal Project Manager	30	140	\$4,200
	Project Research Asst.	60	60	\$3,600
Prepare Post-Project Annual Reports (for 10 years)	Principal Project Manager	10	140	\$1,400
	Project Research Asst.	20	60	\$1,200
Coordination Meetings with DWR (up to 8 meetings)	Principal Project Manager	32	140	\$4,480
	Project Research Asst.	32	60	\$1,920
Direct Expenses				\$1,000
Audit of Program Required for RWA				\$2,500

Total RWA Project Management	\$159,380
Contingency - 15% of Project Management Total Costs	\$23,907
	\$183,287



PROJECT #: Z14005400
 PROJECT NAME: Shasta Park Reservoir, Booster Pump Station and Groundwater Well
 DEPARTMENT: Utilities
 DIVISION: Engineering Services

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

**TO BE USED FOR PROFESSIONAL SERVICES PERFORMED BY
 LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
 LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Wood Rodgers
 3301 C Street Bldg. 100-B
 Sacramento, CA 95826*

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

CONTRACTOR:

Wood Rodgers, Inc
NAME OF FIRM

91-1762478
Federal I.D. No.

2000350
State I.D. No.

100427
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* _____)

Lawrence D. Ernst
Signature of Authorized Person

Lawrence Ernst, Principal
Print Name and Title

M. Rodgers
Additional Signature (*if required*)

MARK RODGERS, PRESIDENT
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Wood Rodgers Inc.

Address: 3301 C Street Building 100-B, Sacramento, CA 95816

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Lawrence D. Ernst
Signature of Authorized Representative

June 13, 2012
Date

Lawrence Ernst
Print Name

Principal
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Brett Ewart, Associate Engineer
1395 35th Ave., Sacramento, CA 95822
Ph 916-808-1725/Fax 916-808-1497
Email: bewart@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Larry Ernst, Principal Hydrogeologist
3301 C Street Bldg. 100-B, Sacramento, CA 95826
Ph 916-341-7447/fax 341-7767
Email: lernst@woodrogers.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Professional Liability Insurance.** Professional Liability (Errors and Omissions) insurance is X is not ___ [check one] required for this Agreement. If required, such coverage must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. **Conflict of Interest Requirements.**

- A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.
5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services

The first phase of the exploratory drilling program is test hole drilling. During test hole drilling, formation samples will be collected by the driller a minimum of every 10 feet and at formation changes. Wood Rodgers logs the samples taken during this activity and subsequently prepares a lithologic log of the borehole that describes the geologic formations encountered. We also select appropriate formation samples for sieve analysis to design the appropriate gravel envelope and well screen slot size.

Upon completion of the test hole phase, geophysical surveys are conducted within the borehole. Wood Rodgers uses the formation samples and geophysical log from the test hole to estimate potential water production rates from the water-producing zones. These production rate estimates are achieved by evaluating the formation sample characteristics based on both our experience and by comparing the geophysical log response in the test hole with the geophysical log response from nearby existing wells. Conducting pumping tests in the exploration borehole is expensive and often does not provide an accurate representation for the yield of the future production well.

Wood Rodgers has assessed several methods to obtain zone or aquifer specific water quality samples and we have concluded that the best method for this project would be permanent monitoring well construction. For this project we are confident that the monitoring well approach will provide the best data and will be less expense than temporary zone sampling. Wood Rodgers will design a permanent monitoring well using the test hole data to assess the water quality of the major aquifer units of the target formations.

After the monitoring well is constructed, each completion will be fully developed by swabbing and pumping. Each completion will then be purged with a sample pump by the drilling contractor. Wood Rodgers will monitor the water discharged during purging for specific conductance, pH, total dissolved solids, temperature, dissolved oxygen, and turbidity. After purging a sufficient volume and ensuring that the water quality parameters have stabilized, water quality samples from each aquifer will be collected and delivered to a State of California accredited laboratory to be tested for the following Title 22 parameter requirements: general mineral, drinking water metals (including iron, manganese, and arsenic), general physical, volatile organic compounds (including PCE and MTBE), methane, perchlorate, and hexavalent chromium. The cost for this sampling is approximately \$1,200 per sample. In addition, any SOC's that are a concern for the City will be added to the sampling program for an additional cost. Alternately, each monitoring well could be sampled for the complete Title 22 suite of analysis for an additional \$3,000 per sample.

After the production well has been designed, the monitoring well will not need to be re-sampled unless new water quality requirements are enforced. The monitoring well could be used in the future to investigate the vertical distribution of emerging constituents of concern.

The monitoring well can also be used to track static water levels to help the City with their groundwater management efforts. The monitoring well will provide valuable information to assist with the characterization of the horizontal direction of flow and the vertical groundwater gradient. Data collected from the monitoring well could become a portion of the City's compliance efforts with the voluntary guidelines of SBx7-6, which essentially

requires water purveyors to monitor groundwater elevations for their respective service area under protocols established by the State of California Department of Water Resources (DWR).

Deliverable: Field Reports and Data - One (1) hard copy and one (1) electronic copy.

Task 4 – Production Well Design Report (Two Well Option) \$10,000

Wood Rodgers will prepare a design report summarizing the site assessment and exploratory drilling activities. The report will describe site assessment activities and will identify anything that would prohibit the construction or permitting of a municipal supply production well. If only one well is constructed at this time, the cost for this effort would be reduced by \$3,000.

The report will describe the conditions found in the test hole and monitoring well, and will provide the necessary information to support the design of a production well. The report will also include the monitoring well construction permit and well completion report, field reports, an as-built monitoring well drawing, a photo log of formation samples, geophysical logs, tables and graphs of sieve analysis, field water quality data collected during monitoring well purging and sampling, summarized laboratory water quality data, and laboratory water quality reports.

The report will include our recommended production well design(s), recommended well construction materials to provide appropriate sand control and corrosion resistance, casing collapse calculations, well screen and gravel envelope recommendations, inlet velocity calculations, estimated production capacity, specific capacity, and anticipated production well water quality parameters. The production well will be designed to meet or exceed the water quality and capacity objectives and to meet the City's requirements and the standards of the following regulatory agencies: the CDPH, the California Department of Water Resources (DWR), the Sacramento County Department of Environmental Management, and OSHA. Additionally, applicable AWWA guidelines will be incorporated into the design.

Deliverable: Well Design Report - Five (5) hard copies and one (1) electronic copy.

Task 5 – Prepare Production Well Plans & Specifications (Two Well Option) \$17,000

Using the Well Design Report as well as our knowledge of other wells in the area, Wood Rodgers will prepare construction plans, specifications, and an engineer's estimate to construct the new Shasta Park production well. Considerations that Wood Rodgers will take into account in the Plans and Specifications include disposal of all drilling spoils, drilling fluids, and pumped water during the construction and testing of the new production well. If only one well is constructed at this time, the cost for this effort would be reduced by \$3,000.

It is assumed a NPDES permit will allow for the discharge of water during the development and testing phases of this project. As an additional task, Wood Rodgers will review the City's permit and work with the RWQCB in order to update the permit to enable the new well to discharge into the storm drain system.

Wood Rodgers will prepare 60% and 90% plans and specifications for review by the City. We will then incorporate the City's review comments and provide 100% plans, specifications, and contract documents, in accordance with the City's standard format, suitable for the solicitation of bids for the construction and testing of the new Shasta Park production well.

Deliverable: Production Well Plans, Specifications & Engineer's Estimate - Five (5) hard copies and one (1) electronic copy (AutoCAD file to DOU drafting standards in conjunction with GIS plan sheets).

Task 6 – Production Well Construction Bidding Assistance \$4,000

Wood Rodgers will assist the City during the production well bidding process. Wood Rodgers will be available to answer questions should the City elect to conduct a pre-bid meeting with prospective bidders and will be available to answer technical questions during the bidding process.

Deliverable: As requested production well bidding assistance.

Task 7 – Production Well Construction Support (Two Well Option) \$55,000

The well construction process will be conducted around the clock after drilling commences. Wood Rodgers will therefore be available 24/7 to provide project management and construction inspection for all critical path well drilling, construction, development, and testing portions of the project.

In addition to observing the well drilling, construction, and development, this task includes reviewing construction submittals and making any final "adjustments" to the well design based upon the production well borehole data. Wood Rodgers expects to provide the following services:

- Provide input and answering questions related to the well construction.
- Coordinate and planning construction activities as necessary for successful completion of the project.
- Attend the on-site pre-construction meeting with the selected contractor.
- Provide a descriptive lithologic log and photos of the formation samples and incorporating this information with the geophysical surveys into a well profile.
- Observe the drilling equipment, site configuration, and materials.
- Check drilling fluid properties, formation samples, and borehole geophysical logs.
- Revise the well design as necessary for changed lithology in the production borehole.
- Working with the contractor if design modifications are necessary for changed lithology in the production borehole.
- Observe installation of well casing and screen, gravel envelope, and seals.
- Check well development progress and modifying the program as necessary to achieve optimal well efficiency.
- Witness and recording data from well pumping tests and modifying the program as necessary to obtain sufficient data for the final pump design.

- Collect water quality samples and delivering them to the City for analysis.
- Witness all well acceptance testing and making recommendations for punch list work items or final acceptance.

Deliverable: Construction support services as described above. Daily Emailupdates to the City during production well construction and testing.

Task 8 – Production Well Completion Summary Report (Two Well Option) \$10,000

Wood Rodgers will assemble all of the pertinent well construction records and provide this information to the City in a written report. The report will include a summary of the project, the construction timeline, daily field reports, an inventory of the materials installed, an as-built well profile, well pumping test plots, recommended well capacity, surveys, field data, water quality analysis, and our assessment of the well acceptance testing. Site photos will also be included on a Compact Disc (CD) with the report. After all work by the Contractor has been satisfactorily completed, Wood Rodgers will prepare monthly letters recommending payment of progress billing and acceptance of the well. If only one well is constructed at this time, the cost for this effort would be reduced by \$2,000.

Deliverable: Production Well Completion Summary Report - Five (5) hard copies and one (1) electronic copy of the complete report including: letters recommending payment; the final well acceptance letter; and site photos (digital only).

Task 9 – Production Well Pump Station Design Recommendations \$22,000

Wood Rodgers will prepare conceptual design recommendations for the production well pump station to be submitted to the City staff design team. If treatment for manganese is required, the design recommendations will also cover treatment and the ancillary components as required for a treatment system to meet the CDPH MCL for manganese. Recommendations will include the location of facilities, type of treatment, treatment media, chemical addition, waste stream, potential backwash, recycle, monitoring and reporting, and control logic for the treatment system. These recommendations will be presented to the City in a memorandum. If treatment is not required, the cost for this task will be reduced by \$6,000.

Wood Rodgers will be available during the design process to answer questions and provide additional design support to the City’s staff design team. Wood Rodgers will review and comment on the plans and specifications prepared by the City.

Deliverable: Production Well Pump Station Memorandum - Five (5) hard copies and one (1) electronic copy. For the City prepared 60% and 90% design submittals, Wood Rodgers will provide “Track changes” edits of production well pump station specifications and red-line edits of plan sheets.

Task 10 – Drinking Water Source Assessment and Protection Program \$8,000

In the format outlined by CDPH, Wood Rodgers will prepare a Drinking Water Source Assessment and Protection Program for the production well. The assessment includes delineating the source area and protection zones around a drinking water source through which contaminants could migrate and reach that drinking water supply. In addition, this

assessment includes the identification and an inventory of possible contaminating activities (PCAs) that are considered potential origins of contamination within each drinking water source area and its protection zones. PCAs include activities associated with both microbiological and chemical contaminants that could have adverse effects upon human health. If only one well is constructed at this time, the cost for this effort would be reduced by \$2,000.

Deliverable: Drinking Water Source Assessment and Protection Program - Five (5) hard copies and one (1) electronic copy.

PROJECT COST

Costs to perform the tasks described above include for outside services. All costs will be billed on a Time and Materials basis in accordance with Wood Rodgers' 2012 Fee Schedule (enclosed) for a not to exceed, without prior written approval, amount of \$301,000. For your reference, we have included detailed cost estimate worksheets for the proposed scope of work.

RELEASE OF INFORMATION

Contractor shall not make public information releases or otherwise publish/release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work without the prior written authorization from City's contract manager.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$301,000.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.
 - D. Requests for payment shall be sent to:

*City of Sacramento, Department of Utilities
1395 35th Ave.
Sacramento, CA 95822
Attn: Brett Ewart, Associate Engineer*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

ATTACHMENT 1 TO EXHIBIT B

LIST OF BILLABLE RATES

WOOD RODGERS, INC.

FEE SCHEDULE, *Effective January 1, 2012*

CLASSIFICATION	<i>STANDARD RATE</i>
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA* II	\$185 - \$225
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*	\$150 - \$200
Associate Engineer/Hydrogeologist/Surveyor/Planner/LA*/GIS	\$140 - \$175
Engineer/Hydrogeologist/Surveyor/Planner/LA* III	\$125 - \$165
Engineer/Hydrogeologist/Surveyor/Planner/LA* II	\$115 - \$150
Engineer/Hydrogeologist/Surveyor/Planner/LA* I	\$95 - \$135
Assistant Engineer	\$85 - \$125
CAD/GIS Technician III	\$95 - \$115
CAD/GIS Technician II	\$85 - \$100
CAD/GIS Technician I	\$75 - \$90
Project Coordinator	\$70 - \$95
Administrative Assistant	\$60 - \$80
Resident Engineer	\$135 - \$170
Construction Project Manager	\$95 - \$115
Inspector III	\$95
Inspector II	\$85
Inspector I	\$75
Field/Lab Technician III	\$85
Field/Lab Technician II	\$80
Field/Lab Technician I	\$70
2 Person Survey Crew	\$160 - \$230
3 Person Survey Crew	\$220 - \$310
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 55.5 cents per mile.

Fee Schedule subject to change January 1, 2013.



WOOD RODGERS

COST ESTIMATE WORKSHEET

Client	City of Sacramento	Date	6/12/2012
Project Name	Shasta Park Production Well	Job Number	8064.015
Task	1 - Establish Project Objectives	Estimate By	JAL/LHE

		Rate	Units	Quantity	Cost	
Labor	Principal II	\$ 185.00	Hours	14	\$ 2,590	\$7,060
	Principal I	\$ 150.00	Hours	22	\$ 3,300	
	Associate Engineer	\$ 140.00	Hours		\$ -	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	8	\$ 920	
	Engineer I	\$ 95.00	Hours	2	\$ 190	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours	1	\$ 60	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	160	\$ 89	\$124
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 35	

Outside Expenses	Affinity Engineering	\$ 2,560				\$2,560
		\$ -				
	Overhead (10%)	\$ 256				

TOTAL FOR TASK	\$ 10,000
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WOOD RODGERS

COST ESTIMATE WORKSHEET

Client	City of Sacramento	Date	6/12/2012
Project Name	Shasta Park Production Well	Job Number	8064.015
Task	2 - Preliminary Site Layout	Estimate By	JAL/LHE

		Rate	Units	Quantity	Cost	
Labor	Principal II	\$ 185.00	Hours	8	\$ 1,480	\$9,550
	Principal I	\$ 150.00	Hours	24	\$ 3,600	
	Associate Engineer	\$ 140.00	Hours		\$ -	
	Engineer III	\$ 125.00	Hours	8	\$ 1,000	
	Engineer II	\$ 115.00	Hours		\$ -	
	Engineer I	\$ 95.00	Hours		\$ -	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours	38	\$ 3,230	
	Clerical	\$ 60.00	Hours	4	\$ 240	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	50	\$ 28	\$114
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 86	

Outside Expenses	Affinity Engineering	\$ 5,760				\$6,336
		\$ -				
	Overhead (10%)	\$ 576				

TOTAL FOR TASK	\$ 16,000
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>3A – Hydrogeologic Site Exploration (Deep)</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	20	\$ 3,700	\$16,860
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	4	\$ 560	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	60	\$ 6,900	
	Engineer I	\$ 95.00	Hours	60	\$ 5,700	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours		\$ -	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	600	\$ 333	\$360
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 27	

Outside Expenses	Drilling Contractor	\$ 115,000	
	Water Quality Analysis (four sets)	\$ 4,800	
	Overhead (10%)	\$ 11,980	

TOTAL FOR TASK \$ 149,000	
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>3B – Hydrogeologic Site Exploration (Shallow)</u>	Estimate By	<u>JAI/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	16	\$ 2,960	\$11,790
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	4	\$ 560	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	40	\$ 4,600	
	Engineer I	\$ 95.00	Hours	38	\$ 3,610	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours	1	\$ 60	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	400	\$ 222	\$250
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 28	

Outside Expenses	Drilling Contractor	\$ 50,000				\$58,960
	Water Quality Analysis (four sets)	\$ 3,600				
	Overhead (10%)	\$ 5,360				

TOTAL FOR TASK					\$ 71,000
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WOOD RODGERS

COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>4 - Production Well Design Report</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	24	\$ 4,440	\$9,920
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	12	\$ 1,680	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	32	\$ 3,680	
	Engineer I	\$ 95.00	Hours		\$ -	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours	2	\$ 120	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	60	\$ 33	\$80
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 47	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK	\$ 10,000
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WOOD RODGERS

COST ESTIMATE WORKSHEET

Client	City of Sacramento	Date	6/12/2012
Project Name	Shasta Park Production Well	Job Number	8064.015
Task	5 - Production Well Plans & Specifications	Estimate By	JAL/LHE

		Rate	Units	Quantity	Cost	
Labor	Principal II	\$ 185.00	Hours	48	\$ 8,880	\$16,925
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	12	\$ 1,680	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	40	\$ 4,600	
	Engineer I	\$ 95.00	Hours	8	\$ 760	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours	9	\$ 765	
	Clerical	\$ 60.00	Hours	4	\$ 240	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	20	\$ 11	\$75
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 64	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK	\$ 17,000
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>6 - Production Well Bidding Assistance</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	16	\$ 2,960	\$4,000
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours		\$ -	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	8	\$ 920	
	Engineer I	\$ 95.00	Hours		\$ -	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours	2	\$ 120	

Direct Expenses	Ground Travel	\$ 0.5550	Miles		\$ -	\$0
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ -	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK \$ 4,000				
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>7A - Production Well Const Support (Deep)</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	80	\$ 14,800	\$40,600
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	15	\$ 2,100	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	140	\$ 16,100	
	Engineer I	\$ 95.00	Hours	80	\$ 7,600	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
Clerical	\$ 60.00	Hours		\$ -		

Direct Expenses	Ground Travel	\$ 0.5550	Miles	600	\$ 333	\$400
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days	2	\$ 50	
	Materials	+10%	Total		\$ 17	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK					\$ 41,000
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>7B – Production Well Const Support (Shallow)</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	48	\$ 8,880	\$24,680
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	20	\$ 2,800	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	80	\$ 9,200	
	Engineer I	\$ 95.00	Hours	40	\$ 3,800	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours		\$ -	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	400	\$ 222	\$320
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days	2	\$ 50	
	Materials	+10%	Total		\$ 48	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK					\$ 25,000
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>7C – Production Well Const Support (2 Wells)</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	100	\$ 18,500	\$54,370
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	20	\$ 2,800	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	200	\$ 23,000	
	Engineer I	\$ 95.00	Hours	106	\$ 10,070	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours		\$ -	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	800	\$ 444	\$630
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days	4	\$ 100	
	Materials	+10%	Total		\$ 86	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK					\$ 55,000
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WOOD RODGERS

COST ESTIMATE WORKSHEET

Client	City of Sacramento	Date	6/12/2012
Project Name	Shasta Park Production Well	Job Number	8064.015
Task	8 - Production Well Summary Report	Estimate By	JAL/LHE

		Rate	Units	Quantity	Cost	
Labor	Principal II	\$ 185.00	Hours	28	\$ 5,180	\$9,900
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours	2	\$ 280	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	36	\$ 4,140	
	Engineer I	\$ 95.00	Hours		\$ -	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours	5	\$ 300	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	120	\$ 67	\$100
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 33	

Outside Expenses		\$ -			\$0
		\$ -			
	Overhead (10%)	\$ -			

TOTAL FOR TASK	\$ 10,000
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WOOD RODGERS

COST ESTIMATE WORKSHEET

Client	City of Sacramento	Date	6/12/2012
Project Name	Shasta Park Production Well	Job Number	8064.015
Task	9 - Well Pump Station Design Recommendation	Estimate By	JAL/LHE

		Rate	Units	Quantity	Cost	
Labor	Principal II	\$ 185.00	Hours	6	\$ 1,110	\$11,530
	Principal I	\$ 150.00	Hours	32	\$ 4,800	
	Associate Engineer	\$ 140.00	Hours	24	\$ 3,360	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours		\$ -	
	Engineer I	\$ 95.00	Hours		\$ -	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	3-Person Survey Crew	\$ 220.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours	20	\$ 1,700	
	Clerical	\$ 60.00	Hours	6	\$ 360	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	80	\$ 44	\$110
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ 66	

Outside Expenses	Affinity Engineering - Electrical & Mechanical Engineering	\$ 9,600			\$10,560
		\$ -			
	Overhead (10%)	\$ 960			

TOTAL FOR TASK	\$ 22,000
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COST ESTIMATE WORKSHEET

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
Task	<u>10 - Drinking Water Source Assessment & PP</u>	Estimate By	<u>JAL/LHE</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 185.00	Hours	10	\$ 1,850	\$7,930
	Principal I	\$ 150.00	Hours		\$ -	
	Associate Engineer	\$ 140.00	Hours		\$ -	
	Engineer III	\$ 125.00	Hours		\$ -	
	Engineer II	\$ 115.00	Hours	32	\$ 3,680	
	Engineer I	\$ 95.00	Hours	24	\$ 2,280	
	2-Person Survey Crew	\$ 160.00	Hours		\$ -	
	Structural	\$ 150.00	Hours		\$ -	
	ACAD Drafting	\$ 85.00	Hours		\$ -	
	Clerical	\$ 60.00	Hours	2	\$ 120	

Direct Expenses	Ground Travel	\$ 0.5550	Miles	30	\$ 44	\$44
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total			

Outside Expenses		\$ -			\$26
		\$ -			
	Overhead (10%)	\$		26	

TOTAL FOR TASK \$ 8,000				
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SUMMARY OF COSTS BY TASK

Client	<u>City of Sacramento</u>	Date	<u>6/12/2012</u>
Project Name	<u>Shasta Park Production Well</u>	Job Number	<u>8064.015</u>
		Estimate By	<u>JAL/LHE</u>
Tasks	1 – Establish Project Objectives	\$	10,000
	2 – Preliminary Site Layout	\$	16,000
	3A – Hydrogeologic Site Exploration (Deep)	\$	149,000
	4 – Production Well Design Report	\$	10,000
	5 – Production Well Plans & Specifications	\$	17,000
	6 – Production Well Bidding Assistance	\$	4,000
	7C – Production Well Const Support (2 Wells)	\$	55,000
	8 – Production Well Summary Report	\$	10,000
	9 – Well Pump Station Design Recommendations	\$	22,000
	10 – Drinking Water Source Assessment and Protection Program	\$	8,000
		TOTAL \$	301,000

REALLOCATION OF TASK SPECIFIC BUDGET AMOUNT

The City Representative can approve reallocations of the above budget amounts from one task to another, and can approve carrying over unused funding from one Fiscal Year into the next, provided that the not-to-exceed amount specified in Exhibit B is not exceeded.

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. **Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright,

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the

notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered

by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to or relate to any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less

than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and

shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.